

Presentment Date: October 2, 2023, at 12:00 p.m. (prevailing Eastern Time)
Objection Deadline: September 25, 2023, at 4:00 p.m. (prevailing Eastern Time)

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Counsel to the Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 22-10964 (MG)
)
) (Jointly Administered)
)

**NOTICE OF PRESENTMENT
OF DEBTORS' APPLICATION FOR ENTRY
OF AN ORDER (I) AUTHORIZING THE RETENTION
AND EMPLOYMENT OF RSM US LLP AS INDEPENDENT
AUDITOR FOR THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF AUGUST 1, 2023, AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the "Debtors") will present the *Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of RSM US LLP as Independent Auditor for the Debtors and Debtors in Possession Effective as of August 1, 2023, and (II) Granting Related Relief* (the "Application") to the Honorable Martin Glenn, Chief United States Bankruptcy Judge, for

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

approval and signature on October 2, 2023, at 12:00 p.m., prevailing Eastern Time (the “Presentment Date”).

PLEASE TAKE FURTHER NOTICE that any responses or objections to the relief requested in the Application shall: (a) be in writing; (b) conform to the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York; (c) be filed electronically with the Court on the docket of *In re Celsius Network LLC*, No. 22-10964 (MG) by registered users of the Court’s electronic filing system and in accordance with all General Orders applicable to chapter 11 cases in the United States Bankruptcy Court for the Southern District of New York (which are available on the Court’s website at <http://www.nysb.uscourts.gov>); and (d) be served in accordance with the *Second Amended Final Order (I) Establishing Certain Notice, Case Management, and Administrative Procedures and (II) Granting Related Relief* [Docket No. 2560] (the “Case Management Order”) by **September 25, 2023, at 4:00 p.m., prevailing Eastern Time** (the “Objection Deadline”), to (i) the entities on the Master Service List (as defined in the Case Management Order) available on the case website of the Debtors at <https://cases.stretto.com/celsius> and (ii) any person or entity with a particularized interest in the subject matter of the Application.

PLEASE TAKE FURTHER NOTICE that if no objections or other responses are timely filed and served by the Objection Deadline with respect to the Application, the Debtors shall, on the Presentment Date, submit the Application to the Court, which order the Court may enter without further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that if a written objection is timely filed, the Court will notify the moving and objecting parties of the date and time of the hearing and of the moving

party's obligation to notify all other parties entitled to receive notice. The moving and objecting parties are required to attend the hearing, and failure to attend in person or by counsel may result in relief being granted or denied upon default.

PLEASE TAKE FURTHER NOTICE that copies of the Application and other pleadings filed in these chapter 11 cases may be obtained free of charge by visiting the website of Stretto at <https://cases.stretto.com/celsius>. You may also obtain copies of the Application and other pleadings filed in these chapter 11 cases by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

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New York, New York
Dated: September 18, 2023

/s/ Joshua A. Sussberg

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

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) Chapter 11
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**DEBTORS' APPLICATION FOR ENTRY
OF AN ORDER (I) AUTHORIZING THE RETENTION
AND EMPLOYMENT OF RSM US LLP AS INDEPENDENT
AUDITOR FOR THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF AUGUST 1, 2023, AND (II) GRANTING RELATED RELIEF**

Celsius Network LLC and certain of its affiliates, as debtors and debtors in possession
(collectively, the "Debtors") state as follows in support of this application (this "Application"):

Relief Requested

1. The Debtors seek entry of an order (the "Order"), substantially in the form attached
hereto as **Exhibit A**, authorizing the Debtors to retain and employ RSM US LLP ("RSM") to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

provide independent audit services, effective as of August 1, 2023, pursuant to the terms and conditions set forth in that certain engagement letter, dated August 4, 2023, for audit services (the “Engagement Letter”), a copy of which is attached to the Order as Exhibit 1.

2. In support of this Application, the Debtors submit the declaration of Howard Siegal, a Partner at RSM (the “Siegal Declaration”), which is attached as Exhibit 2 to the Order and incorporated herein by reference.

Jurisdiction and Venue

3. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the Southern District of New York, entered February 1, 2012. The Debtors confirm their consent to the Court entering a final order in connection with this Application to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

4. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

5. The bases for the relief requested herein are section 327(a) and 330 of title 11 of the United States Code (the “Bankruptcy Code”), rule 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and rule 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “Local Rules”).

Background

6. The Debtors, together with their non-Debtor affiliates (collectively, “Celsius”), are one of the largest and most sophisticated cryptocurrency based finance platforms in the world and provide financial services to institutional, corporate, and retail clients across more than

100 countries. Celsius was created in 2017 to be one of the first cryptocurrency platforms to which users could transfer their crypto assets and (a) earn rewards on crypto assets and/or (b) take loans using those transferred crypto assets as collateral. Headquartered in Hoboken, New Jersey, Celsius has more than 1.7 million registered users and approximately 300,000 active users with account balances greater than \$100.

7. On July 13, 2022 (the “Petition Date”), each of the Initial Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the facts and circumstances of these chapter 11 cases is set forth in the *Declaration of Robert Campagna, Managing Director of Alvarez & Marsal North America, LLC, in Support of Chapter 11 Petitions and First Day Motions* (the “Campagna Declaration”).² The Debtors commenced these chapter 11 cases to provide Celsius an opportunity to stabilize its business and consummate a comprehensive restructuring transaction that maximizes value for stakeholders.

8. On December 7th, 2022, each of the GK8 Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. A detailed description of the facts and circumstances of these chapter 11 cases is set forth in the *Declaration of Christopher Ferraro, Director and Chief Financial Officer of the GK8 Debtors, in Support of Chapter 11 Petitions and First Day Motion* [Docket No. 1629].

9. The Debtors are operating their business and managing their property as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. These chapter 11 cases have been consolidated for procedural purposes only and are jointly administered pursuant to Bankruptcy Rule 1015(b) [Docket No. 53]. On July 27, 2022, the United States Trustee for the

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Campagna Declaration.

Southern District of New York (the “U.S. Trustee”) appointed an official committee of unsecured creditors in the Initial Debtors’ cases [Docket No. 241] (the “Committee”). On September 14, 2022, the Court entered an order directing the appointment of an examiner in the Initial Debtors’ cases [Docket No. 820] (the “Examiner”). On April 5, 2023, the Court entered an order discharging the Examiner [Docket No. 2364]. On October 20, 2022, the Court entered an order approving the appointment of a fee examiner [Docket No. 1151] (the “Fee Examiner”).

RSM’s Qualifications

10. The Debtors seek to retain RSM because of RSM’s recognized expertise and experience and knowledge in audit services and in assisting companies in the middle-market engaging with blockchain and digital assets. RSM’s blockchain & digital asset team has developed a deeply experienced team across consulting, tax, accounting, and audit who can assist a company engaging with digital assets, financial statement audits and audit readiness, operational security around custody of digital assets, to assisting venture-backed high growth companies looking to institutionalize their business. RSM also assists companies with operationalizing strategy, risk management, and accounting in an efficient manner. RSM has represented other clients in the bitcoin mining industry such as U.S. Data Mining Group, TeraWulf, Inc., and Grid Infrastructure, LLC.

11. RSM is a public accounting firm with offices across the United States. RSM has significant experience in providing independent audit services in large and complex chapter 11 cases on behalf of debtors throughout the United States, including, among others, *In re BDC Inc.*, No. 20-10010 (CSS) (Bankr. D. Del. Mar. 20, 2020) and *In re Medley LLC*, No. 21-10526 (KBO) (Bankr. D. Del. May 17, 2021). This experience renders RSM well-qualified to provide services to the Debtors during these chapter 11 cases. RSM’s services fulfill an important need and are not

provided by any of the Debtors' other professionals. RSM's employment is therefore in the best interests of the Debtors, their estates, creditors, and other parties in interest.

Services To Be Rendered

12. Subject to further order of the Court and consistent with the Engagement Letter, the Debtors propose to retain RSM effective as of August 1, 2023 to act as independent auditor to Debtor Celsius Mining LLC ("Celsius Mining") and NewCo.³

13. As set forth more fully in the Engagement Letter, RSM is assisting Celsius Mining and NewCo by performing financial statement audit pursuant to the auditing standards generally accepted in the United States of America (the "GAAS Standards") and those of the Public Company Accounting Oversight Board (PCAOB) (United States) (the "PCAOB Standards") to express an opinion on the fairness of the presentation of the Celsius Mining's financial statements for the years ending December 31, 2020, December 31, 2021, and December 31, 2022 and NewCo's opening balance sheet in conformity with accounting principles generally accepted in the United States of America. RSM is also performing a review of the Celsius Mining's interim financial information in accordance with PCAOB Standards for each of the quarter in the years ending December 31, 2022 and December 31, 2023.

Professional Compensation

14. RSM's retention is conditioned upon its ability to be retained pursuant to the terms and conditions of employment, including the proposed compensation arrangements, set forth in the Engagement Letter.

³ "NewCo" shall have the meaning ascribed to it in the *Joint Chapter 11 Plan of Reorganization of Celsius Network LLC and Its Debtor Affiliates* [Docket No. 3222] (as may be modified, amended, or supplemented from time to time).

15. RSM intends to apply for compensation for professional services rendered on an hourly basis and reimbursement of expenses incurred as part of these chapter 11 cases, subject to the Court's approval and pursuant to the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court. The hourly rates and corresponding rate structure RSM will use in these chapter 11 cases are the same as the hourly rates and corresponding rate structure that RSM uses in other restructuring matters, as well as similar matters whether in court or otherwise, regardless of whether a fee application is required. These rates and the rate structure reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and time pressures.

16. Pursuant to the Engagement Letter, RSM estimates that it will bill the Debtors \$995,000 for the audit services performed thereunder, billed on time and material basis,⁴ except for audit services related to the Form 10 procedures, the NewCo year-end audit, and work related to Celsius Mining's adoption of the new leases standard pursuant to ASC 842, other audit services and procedures associated with the services described in the Engagement Letter that are beyond the scope of procedures anticipated to be performed at the time of engagement, as well as retention and fee application preparation, which will be billed separately and on a time and material basis (the "Out-of-Scope Services").

17. Pursuant to the Engagement Letter, RSM will bill the Debtors fees for the services and Out-of-Scope Services based on actual time spent by professionals on such services, at the individual's applicable professional hourly rate, as follows:

⁴ Pursuant to the Engagement Letter, in the event it appears that fees shall exceed that amount, prior written approval of Celsius Mining shall be obtained.

Professional Level	Hourly Rates
Partner / Principal / Managing Director	840
Senior Manager	645
Manager	450
Senior	300
Staff	235

18. RSM's hourly rates are designed to compensate RSM fairly for the work of its professionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. These hourly rates are subject to periodic adjustments to reflect economic and other conditions.

19. In addition to the fees set forth above, the Debtors have agreed to compensate RSM for actual, reasonable, and necessary expenses, including travel, report processing, meals, and other expenses incurred by RSM in providing the services. Pursuant to the Engagement Letter, RSM shall receive prior written consent from Celsius Mining before incurring any direct expenses that exceed \$10,000 in the aggregate.

20. The Engagement Letter and the fees contemplated therein are consistent with and typical of compensation arrangements entered into by RSM with other comparable firms in connection with the rendering of similar services under similar circumstances. The terms and conditions in the Engagement Letter are reasonable, consistent with the market, and designed to compensate RSM fairly for its work and expenses.

RSM's Disinterestedness

21. As part of the proposed retention by the Debtors in these chapter 11 cases, RSM received and reviewed a list of parties in interest (the "Parties in Interest") from the Debtors. RSM performed an extensive review of all current clients and, except as disclosed in the Siegal Declaration, represented that it neither holds nor represents any interest that is adverse to the Debtors' estates in connection with any matter on which it would be employed. RSM identified

approximately 312 parties in which RSM had a connection based on an RSM current or ongoing relationship, but did not identify any interests adverse to the estate. References to the aforementioned potential conflicts are indicated in the results of the connections checks in Schedule 2 to the Siegal Declaration. To the extent that RSM's review of relationships with the Parties in Interest indicated that RSM has a current or ongoing engagement with the Parties in Interest in matters unrelated to these chapter 11 cases, it is indicated in the results of the connections checks in Schedule 2 to the Siegal Declaration.

22. To the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Siegal Declaration, RSM is (a) a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code, (b) does not hold or represent an interest adverse to the Debtors' estates, and (c) has no connection with any matter on which it would be employed. If RSM discovers additional material information that it determines requires disclosure, it will file a supplemental disclosure promptly with the Court.

23. For these reasons, to the best of the Debtors' knowledge, information, and belief, based on the Siegal Declaration, none of RSM's past or current engagements would or do appear to create an interest materially adverse to the interests of the Debtors, creditors, or equity security holders in these chapter 11 cases. As such, RSM is disinterested and holds no materially adverse interest to the Debtors' estates.

24. RSM did not provide any professional services to the Debtors prior to the Petition Date. As of the Petition Date, no amounts were outstanding with respect to the invoices issued by RSM prior to such date.

25. RSM may also subcontract a portion of audit services to member firms of the RSM International Network ("RSM International"). These teams would provide services under the

supervision, and with the input, of personnel of RSM. The hourly rates charged to the clients by RSM for services performed by RSM International personnel are comparable to the rates charged for similar services by RSM, but do not directly correlate with the hourly rates attributed to such services by RSM International member firms.

Efforts to Avoid Duplication of Services

26. The services performed by RSM will not unnecessarily duplicate or overlap with the other services performed by the Debtors' other retained professionals and advisors. RSM understands that the Debtors have retained and may retain additional professionals during the terms of the Engagement Letter and has agreed to work cooperatively with the Debtors to avoid unnecessary duplication of services.

Basis for Relief

27. The employment and retention of RSM under the terms described herein is appropriate under sections 327(a) and 1107(b) of the Bankruptcy Code. Section 327(a) of the Bankruptcy Code empowers the trustee, with the Court's approval, to employ professionals "that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). Section 101(14) of the Bankruptcy Code defines a "disinterested person" as a person that:

- a) is not a creditor, an equity security holder, or an insider;
- b) is not and was not, within two years before the date of the filing of the petition, a director, officer, or employee of the debtor; and
- c) does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason.

11 U.S.C. § 101(14).

28. Section 328(a) of the Bankruptcy Code authorizes the employment of a professional person “on any reasonable terms and conditions of employment, including on a retainer” 11 U.S.C. § 328(a). The terms and conditions of RSM’s retention as described herein are reasonable and in keeping with the terms and conditions typical for engagements of this size and character. It is reasonable for the Debtors to seek to retain and employ RSM to provide audit services on the terms and conditions set forth herein.

29. RSM intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with these chapter 11 cases, subject to the Court’s approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of the Court.

30. For all the reasons stated above, retaining and employing RSM is warranted.

Relief as of August 1, 2023 Is Appropriate

31. Retaining RSM effective as of August 1, 2023 is warranted under the circumstances of these chapter 11 cases so that RSM may be compensated for its services prior to entry of an order approving RSM’s retention. Furthermore, no party in interest will be prejudiced by the granting of employment effective as of August 1, 2023, because RSM has provided, and will continue to provide, valuable services to the Debtors’ estates in the interim period.

32. This Court has approved similar relief on multiple occasions. *See, e.g., Order (I) Authorizing the Retention and Employment of Andersen LLP as UK Tax Services Provider Effective as of February 28, 2023, and (II) Granting Related Relief* [Docket No. 2755] (approving retention effective 90 days prior to entry of order); *Order (I) Authorizing the Retention and Employment of KE Andrews as Property Tax Services Provider Effective as of January 1, 2023, and (II) Granting Related Relief* [Docket No. 2753] (approving retention effective 157 days prior to entry of order); *Order (I) Authorizing the Retention and Employment of Stout Risius Ross, LLC*

as Valuation Advisor Effective as of February 21, 2023, and (II) Granting Related Relief
[Docket No. 2498] (approving retention effective 57 days prior to entry of order).

Waiver of Bankruptcy Rule 6004(a) and 6004(h)

33. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Motion Practice

34. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Application. Accordingly, this Application satisfies Local Rule 9013-1(a).

Notice

35. The Debtors will provide notice of this Application to the following parties or their respective counsel: (a) the U.S. Trustee for the Southern District of New York; (b) counsel to the Committee; (c) the United States Attorney's Office for the Southern District of New York; (d) the Internal Revenue Service; (e) the offices of the attorneys general in the states in which the Debtors operate; (f) the Securities and Exchange Commission; (g) counsel to the fee examiner; and (h) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, no other or further notice need be given.

No Prior Request

36. No prior request for the relief sought in this Application has been made to this or any other court.

WHEREFORE, the Debtors request that the Court enter the Order granting the relief requested herein and such other relief as the Court deems appropriate under the circumstances.

New York, New York
Dated: September 18, 2023

/s/ Joshua A. Sussberg

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Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

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) Chapter 11
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) Case No. 22-10964 (MG)
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) (Jointly Administered)
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**ORDER (I) AUTHORIZING THE
RETENTION AND EMPLOYMENT OF RSM US LLP AS
INDEPENDENT AUDITOR FOR THE DEBTORS AND DEBTORS IN
POSSESSION AS OF AUGUST 1, 2023, AND (II) GRANTING RELATED RELIEF**

Upon the application (the “Application”)² of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing the Debtors to employ and retain RSM US LLP (“RSM”) to provide independent audit services to the Debtors, effective as of August 1, 2023, pursuant to the terms and conditions set forth in the Engagement Letter, attached hereto as **Exhibit 1**, as more fully set forth in the Application; and upon the *Declaration of Howard Siegal in Support of the Application of Debtors for Entry of an Order (I) Authorizing the Retention and Employment of RSM US LLP as Independent Auditor for the Debtors and Effective as of August 1, 2023, and (II) Granting Related Relief* (the “Siegal Declaration”); and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the

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² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

Southern District of New York, entered February 1, 2012; and this Court having the power to enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of these chapter 11 cases in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that RSM does not hold or represent an adverse interest to the Debtors or their estates and is disinterested under section 101(14) of the Bankruptcy Code; and this Court having found that the relief requested in the Application is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing thereon were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application; and this Court having determined that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is HEREBY ORDERED THAT:

1. The Application is granted as set forth herein.
2. Pursuant to sections 327(a) and 328 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016, and Local Rules 2014-1 and 2016-1, the Debtors are authorized to employ and retain RSM as audit services provider to the Debtors on the terms and conditions set forth in the Application and the Engagement Letter, effective as of August 1, 2023.
3. The terms and conditions the Engagement Letter, including the compensation provisions, are reasonable terms and conditions of employment and are approved.
4. RSM shall be compensated pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, this Order, and any other applicable orders of this Court.

5. RSM shall include in its fee applications, among other things, contemporaneous time records setting forth a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors in one-tenth-hour increments.

6. RSM is a “disinterested person” as defined in section 101(14) of the Bankruptcy Code and as required by section 327(a) of the Bankruptcy Code.

7. RSM shall file monthly, interim, and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the U.S. Trustee Guidelines, and any other applicable procedures and orders of this Court and consistent with the proposed compensation set forth in the Engagement Letter. RSM’s fixed fees pursuant to the Engagement Letter (and any supplemental Engagement Letters subsequently approved in these cases) shall be subject to the standard of review set forth in section 330 of the Bankruptcy Code.

8. Notwithstanding anything to the contrary in the Application or the Engagement Letter, RSM will not charge the Debtors’ estates for time spent preparing or reviewing any invoices or time records submitted in support of any fee application or monthly fee statement filed in these chapter 11 cases; *provided* that time spent on privilege analysis related to such fee applications or monthly fee statements may be compensable by the Debtors’ estates; *provided, further* that RSM shall not seek reimbursement from the Debtors’ estates for any fees incurred in defending any of their fee applications in these chapter 11 cases.

9. RSM shall provide ten-business-days’ notice to the Debtors, the U.S. Trustee, and any official committee before any increases in the rates set forth in the Application or the

Engagement Letter are implemented and shall file such notice with the Court. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including the reasonableness standard set forth in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to section 330 of the Bankruptcy Code.

10. To the extent the Debtors and RSM enter into any additional engagement letters or statements of work, the Debtors will file such engagement letters or statements of work with the Court and serve such engagement letters or statements of work upon the U.S. Trustee, counsel for the Committee, and any party requesting notice under Bankruptcy Rule 2002. If any party objects to the additional services to be provided by RSM within fourteen days of such new engagement letters or statements of work being filed and served, the Debtors will promptly schedule a hearing before the Court. All additional services will be subject to the provisions of this Order. To the extent no related timely objections are filed, such additional engagement letters shall be deemed approved pursuant to this Order.

11. In the event that, during the pendency of these chapter 11 cases, RSM seeks reimbursement for any attorneys' fees or expenses, the invoices and supporting time records from such attorneys shall be included in the respective fee applications, and such invoices and time records shall be in compliance with the Local Rules and subject to any U.S. Trustee Guidelines and Court approval under the standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code.

12. RSM will review its files periodically during the pendency of these chapter 11 cases to determine whether any disqualifying conflicts or other circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, RSM will use reasonable efforts to identify

such further developments and will promptly file a supplemental declaration, as required by Bankruptcy Rule 2014(a).

13. Notwithstanding anything in the Application or the Engagement Letter to the contrary, RSM shall (i) to the extent that RSM uses the services of independent contractors, subcontractors, or employees of foreign affiliates or subsidiaries (collectively, the “Contractors”) in these cases, pass-through the cost of such Contractors to the Debtors at the same rate that RSM pays the Contractors; (ii) seek reimbursement for actual costs only; (iii) ensure that the Contractors are subject to the same conflict checks as required for RSM; and (iv) shall file with the Court such disclosures required by Bankruptcy Rule 2014.

14. To the extent that there may be any inconsistency between the terms of the Application, the Siegal Declaration, the Engagement Letter, and this Order, the terms of this Order shall govern.

15. RSM shall use its reasonable efforts to avoid any duplication of services provided by any of the Debtors’ other retained professionals in these chapter 11 cases.

16. The Debtors and RSM are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Application.

17. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

18. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

19. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

New York, New York

Dated: _____, 2023

THE HONORABLE MARTIN GLENN
CHIEF UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Letter

08-Aug-2023

August 4, 2023

Chris Ferraro, Interim CEO
Celsius Mining LLC
50 Harrison St. Suite 209F
Hoboken, NJ 07030

Attention: Chris Ferraro, Interim CEO

The Objective and Scope of the Audit of the Financial Statements

You have requested that RSM US LLP ("RSM", "we", "us", or "our"), audit the financial statements of Celsius Mining LLC (the "Company", "you", or "your"), which comprise the balance sheets as of December 31, 2022, 2021, and 2020, the related statements of operations, changes in equity (deficiency), and cash flows for the years then ending, and the related notes to the financial statements. Our audit will be conducted with the objective of our expressing an opinion on the financial statements. We are pleased to confirm our understanding of this audit engagement by means of this letter ("Engagement Letter"). Our acceptance of this engagement is subject to our satisfactorily completing our normal engagement acceptance procedures, including inquiry of your previous [auditors] [accountants]. We will notify you promptly if we become aware of anything during our acceptance procedures or review of audit documentation that results in our not being able to continue this engagement.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and the Public Company Accounting Oversight Board ("PCAOB") will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.

The Responsibilities of the Auditor

We will conduct our audit in accordance with GAAS and PCAOB. Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS and PCAOB, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, based on an understanding of the entity and its environment, the applicable financial reporting framework, and the entity's system of internal control, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Consider the entity's system of internal control in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

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Celsius Mining LLC
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- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and PCAOB.

We will also communicate to the Board of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential), (c) various matters related to the entity's accounting policies and financial statements, and (d) should any arise, disagreements with management and other serious difficulties encountered in performing the audit.

If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the Company complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

The Board of Directors is responsible for informing us of its views about the risks of fraud within the entity, and its knowledge of any fraud or suspected fraud affecting the entity.

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Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP");
2. For adjusting the financial statements to correct material misstatements relating to accounts or disclosures and affirming to us in its representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
3. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
4. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Engagement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Shared Responsibilities for Independence

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA"), the PCAOB and the rules and regulations of the Securities and Exchange Commission ("SEC"). The SEC's longstanding view that auditors and their audit clients have a shared responsibility for compliance with auditor independence rules has been reinforced in its October 16, 2020 final rule release, amending certain auditor independence requirements under Rule 2-01 of Regulation S-X ("Rule 2-01"). To enable RSM and the Company to each comply with Rule 2-01, you agree to instruct management to:

1. Implement and maintain policies and procedures to identify and monitor current and potential affiliates of the Company, as defined in Rule 2-01, including the nature, extent and other relevant

Chris Ferraro, Interim CEO
Celsius Mining LLC
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aspects of relationships and services between RSM or our associated entities, including members of our global network, and any such potential affiliates;

2. Provide information with respect to current and potential affiliates, including ownership percentage and materiality assessments, to us on a quarterly basis, or more frequently upon request;
3. Notify us of all planned transactions involving (i) changes in control of the Company or an investor obtaining a 20% or greater ownership in the Company or representation on the Company's Board of Directors, or (ii) investments of 20% or greater in or acquisitions of other entities by the Company, sufficiently in advance of their effective dates to enable the Company and RSM to identify and eliminate potential impermissible services and relationships between RSM or our associated entities and those potential subsidiaries or equity-method investees, prior to the effective dates.

Additionally, because it could impact our independence with respect to the Company if we or one of our associated entities were to provide certain non-audit services to the Company or its affiliates, and because we must obtain your approval before being engaged to provide audit or non-audit services to the Company and its subsidiaries, you agree to instruct management that the Company and its affiliates may not engage RSM or any of our associated entities to provide audit or non-audit services to the Company or any of its affiliates without first obtaining our written permission, and where required, your preapproval.

The SEC also broadly defines the accounting firm to include "all of the organization's departments, divisions, parents, subsidiaries, and associated entities, including those located outside of the United States." Our associated entities have been included in Exhibit A.

If the Company hires in a financial reporting oversight role a current or former partner, principal, or professional employee of RSM or our associated entities who serves or served as a member of the audit engagement team, our independence could be impacted. You agree to inform us prior to soliciting for employment or a position on your Board of Directors a current or former partner, principal, or professional employee of RSM or our associated entities so we may jointly assess the impact of the potential employment on our independence.

You also agree to inform all persons in a financial reporting oversight role (other than outside directors) that they and their immediate family members are not permitted to obtain tax services from RSM or our associated entities.

Reporting

We will issue a written report upon completion of our audit of the Company's financial statements. Our report will be addressed to the Board of Directors of the Company. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the Company's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

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Inclusion of Our Reports in Documents or Filings

We understand that the Company intends to include our report in a Form 10 to be filed with the SEC and to make reference to us as experts. In the event we provide consent to such use of our report, not to be unreasonably withheld, the Company agrees to provide us with printer's proofs or masters of all such documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is filed or distributed. The Company agrees to promptly supply us with any comment letter or other communication received from the SEC relating to the financial statements or other information with which our report has been associated and to provide us with a copy of the Company's proposed response for our review before such response is submitted.

The Company agrees that it will not include our reports, or otherwise make reference to us, in any document used in a public or private offering of equity or debt securities without first obtaining our written permission, not to be unreasonably withheld. Any such request is also a matter for which separate arrangements will be necessary. After obtaining our permission, the Company also agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed, with each approval not to be unreasonably withheld. If, based on our review, we identify no material inconsistencies with our audit, or other misstatements of fact, we will promptly communicate in writing to the Company that we do not object to the inclusion of our report in the offering documents. In the event our auditor/client relationship has been terminated when the Company seeks such consent, we will be under no obligation to grant such consent or approval.

The SEC requires electronic filing of certain information in connection with its Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system. The Company agrees that before filing any document with which we are associated, in electronic format with the SEC or others, the Company will provide us with a printed or electronic copy of the information proposed to be filed. To the extent we grant permission to include our report, we will provide the Company with a signed copy of our report(s), consent(s) and/or other relevant documents after completing our review. These manually signed documents will authorize the use of our name prior to any electronic transmission by you. The SEC requires that you keep copies of these manually signed documents for a period of five years and provide them to the SEC upon request.

Quarterly Review Services

We will perform a review of the interim financial information of the Company as of and for the end of each quarter in the year ending December 31, 2023 and for the corresponding periods of the year ended December 31, 2022 in accordance with the standards of the PCAOB. The objective of a review of interim financial information is to provide us with a basis for communicating whether we are aware of any material modifications that should be made to the interim financial information for it to conform to U.S. GAAP. The review will consist primarily of performing analytical procedures and making inquiries of persons responsible for financial and accounting matters. It is substantially less in scope than an audit conducted in accordance with the auditing standards of the PCAOB, the objective of which is the expression of an opinion on the financial statements. Accordingly, we will not express an opinion on the interim financial information.

A review includes obtaining sufficient knowledge of the Company's business and its internal control as it relates to the preparation of both annual and interim financial information to: (a) identify the types of potential material misstatements in the interim financial information and consider the likelihood of their occurrence, and (b) select the inquiries and analytical procedures that will provide us with a basis for communicating whether we are aware of any material modifications that should be made to the interim financial information for it to conform to U.S. GAAP.

A review is not designed to provide assurance on internal control over financial reporting or identify significant deficiencies or material weaknesses. It also is not designed, and cannot be relied upon, to

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disclose errors, fraud or illegal acts, should any exist. However, we will communicate to management and the special committee of the board of Celsius Network Limited (the "Special Committee") any significant deficiencies or material weaknesses that come to our attention and any errors, fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Upon the completion of our review and prior to the filing of the Form 10 or any Form 10-Q, as applicable, we will meet with or otherwise discuss the results of our review with the Special Committee and a representative of financial management of the Company.

We will not issue a review report at the completion of our review. However, SEC regulations require that if the Company includes a representation in documents issued to stockholders, third parties or the SEC that we reviewed the interim information, then our written report must be included with these documents.

If, for any reason, we are unable to complete the interim reviews, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the Company's books and records. The Company will determine that all such data, if necessary, will be so reflected. Accordingly, the Company will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by Company personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Joel Block, CFO. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Tax Services

Our services under this Engagement Letter do not include services for tax return preparation, tax advice or representation in any tax matter. Nevertheless, we may discuss with you certain tax considerations or provide you with tax information that may be relevant to our audit services. Any such discussions or information would be based upon limited tax research, limited due diligence and limited analysis regarding the underlying facts. Because additional research or a more complete review of the facts could affect our analysis and conclusions, the information provided during these discussions should not be used as the basis for proceeding with any transaction or any tax return reporting. Separate arrangements need to be made for any tax services to be provided in connection with this audit engagement.

Parties' Understandings Concerning Situation Around COVID-19

To the extent any of the services described herein require a party to visit ("Visiting Party") the other party's facilities ("Host Party") in person, the Visiting Party agrees to comply with the Host Party's rules and regulations regarding COVID-19 safety protocols while on the Host Party's premises, provided the Visiting Party is made aware of such rules and regulations. Further, in the event any of the services described herein need to be suspended and/or rescheduled by a party due to the ongoing situation surrounding COVID-19, the party requesting the suspension or rescheduling of the services will provide the other party with prompt written notice of the foregoing. To the extent such suspension and/or rescheduling of the services impacts either the cost of the services or the ability of the Company or RSM to meet any deadlines or timeframes set forth herein, or both, the parties will document this in a written agreement mutually agreed upon and executed by both parties.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals; provided that we will

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receive prior written consent from the Company before incurring direct expenses that exceed \$10,000 in the aggregate. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Company personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our fees, for the following audit services, are estimated to be \$995,000, billed on time and materials basis. This estimate is based on the criteria listed above, and may increase. In the event it appears that fees shall exceed that amount, prior written approval of the Company shall be obtained. This fee estimate excludes our audit services related to the Form 10 procedures, and the NewCo year-end audit. Each of these additional services will be billed separately and on a time and material basis.

Audit services

Audit of December 31, 2020 financial statements
Audit of December 31, 2021 financial statements
Audit of December 31, 2022 financial statements
Quarterly review of March 31, 2023 and 2022 financial statements
Quarterly review of June 30, 2023 and 2022 financial statements
Quarterly review of September 30, 2023 and 2022 financial statements
NewCo opening balance sheet audit

All matters related to the Company's adoption of the new leases standard pursuant to ASC 842 will be accounted for and billed separately.

Use of Subcontractors and Third-Party Products

We may, in our sole discretion, use affiliates of ours or qualified third-party service providers, located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information (as such term is defined below) to them. In addition, if necessary to perform the services requested, we may arrange for one or more of the member firms of the RSM International Network (each an "RSM International Network Firm") to provide services to you outside of the United States. Those third-party service providers, affiliates of RSM, and RSM International Network Firms we use to assist us in providing services to you are collectively referred to herein as "Subcontractors." We may share your information, including Confidential Information, with our Subcontractors, within or outside of the United States; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that: (i) our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure; and (ii) an RSM International Network Firm may also share

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with us any information concerning you or your affiliates reasonably necessary for us to perform the services requested under this Engagement Letter. We will be responsible to you for the performance of our Subcontractors, solely as related to the services performed under this Engagement Letter, subject to all limitations and disclaimers set forth herein.

We also may provide services to you using certain third-party hardware, software, equipment, or products (collectively, "Third-Party Products" and each, individually, a "Third-Party Product"). You acknowledge that the use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by or on behalf of you to us, including Confidential Information and Personal Information, within the Third-Party Product's infrastructure and not ours. You further acknowledge that the terms of use and service, including, but not limited to, applicable laws, set forth in the end-user license, end-user subscription agreement, or other end-user agreement for such Third-Party Product (collectively, "EULA(s)") will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

To the extent RSM gives the Company access to a Third-Party Product in connection with the services contemplated herein, the Company agrees to comply with the terms of any applicable EULA for such Third-Party Product, and the Company shall be solely responsible for the improper use of a Third-Party Product or a violation of the applicable EULA for such Third-Party Product, by the Company, or any user to whom the Company grants access to such Third-Party Product.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from the use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

For the avoidance of doubt, the Audit Documentation for this engagement is the property of RSM. For the purposes of this Engagement Letter, the term "Audit Documentation" shall mean the confidential and proprietary records of RSM's audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by RSM for the Company under this Engagement Letter, or any documents belonging to the Company or furnished to RSM by the Company.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable RSM policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in RSM's form. RSM reserves the right to decline a successor auditor's request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the Company, the Company will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our reasonable and documented professional time and expenses, as well as the reasonable and documented fees and expenses of our counsel, incurred in responding to such requests.

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Confidentiality

RSM and the Company may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, RSM and the Company agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Engagement Letter. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, RSM is permitted to disclose the Company's Confidential Information to RSM's personnel, agents, and representatives to provide the services or exercise its rights under this Engagement Letter or for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing, profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Engagement Letter.

As used herein, the term "Confidential Information" will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party's possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Disclosing Party's Confidential Information.

The Receiving Party will treat the Disclosing Party's Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Engagement Letter.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Company consents to RSM: (i) using any information or data, including Confidential Information and Personal Information, provided by or on behalf of the Company, or otherwise obtained by RSM in connection with the services provided under this Engagement Letter, to provide the Company with professional services under any other professional services agreement the Company enters into or has entered into with RSM; and (ii) using any information or data provided by or on behalf of the Company, or otherwise obtained by RSM in connection with professional services provided by RSM under another professional service agreement RSM has entered into with the Company, including confidential, personal or other protected information, to provide the services under this Engagement Letter to the Company.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement, such agreement shall be terminated as of the effective date of this Engagement Letter and the terms of this Engagement Letter shall apply to the treatment of information shared by the parties hereto.

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Disclosure of Information for Evaluating Independence

RSM is a member of the RSM International Network, a network of independent accounting firms. Each member of the RSM International Network is an independent accounting and advisory firm, each of which practices in its own right. Professional standards require RSM to evaluate auditor independence, taking into consideration both RSM's services to the Company and the Company's affiliates, as defined by Rule 2-01(f)(4) of Regulation S-X and any services to the Company and the Company's affiliates performed by other member firms of RSM International. To permit RSM to comply with these independence rules, the Company agrees that RSM may disclose to and discuss with RSM International and its member firms: (i) the name of any corporation, partnership, trust, limited liability company or other entity for whom RSM or any member of RSM International performs services; (ii) any affiliate relationships between those entities; and (iii) the nature of the services performed. This information will be used solely for the purpose of evaluating the independence of RSM and other RSM International Network Firms.

Data Protection Compliance

Our Privacy Policy ("Privacy Policy") is located on our website at <https://rsmus.com/pages/rsm-us-privacy-policy.html>. Our Privacy Policy may be amended from time to time in our sole discretion and without prior notice, and is hereby incorporated by reference into this Engagement Letter. You acknowledge that you have read and understand the Privacy Policy and agree to the practices as described therein.

Upon written request, but not more than annually during the term of this Engagement Letter, we will deliver to you a copy of our third-party provided SOC 2 report evidencing the operating effectiveness of our Information Technology ("IT") control environment. Our SOC 2 report and any information we disclose to you concerning our IT control environment shall constitute Confidential Information of RSM and shall be subject to the confidentiality obligations set forth in this Engagement Letter.

Prior to disclosing to us or our Subcontractors or granting us or our Subcontractors with access to your data, you will identify in writing any personal, technical, or other data provided or made accessible to us or our Subcontractors pursuant to this Engagement Letter that may be subject to heightened protections under applicable privacy, cybersecurity, export control, and/or data protection laws, including, but not limited to, protected health information pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), classified or controlled unclassified information subject to the National Industrial Security Program Operating Manual ("NISPOM") or the Defense Federal Acquisition Regulation Supplement ("DFARS"), or data subject to Export Administration Regulations ("EAR") or International Traffic in Arms Regulations ("ITAR"). Unless otherwise expressly agreed upon and specified in writing by RSM and the Company, you shall not provide us or any of our Subcontractors with access to such data and you shall be responsible for the handling of all such data in connection with the performance of the services requested hereunder, including, but not limited to, the scrubbing, de-identification, de-aggregation, protection, encryption, transfer, movement, input, storage, migration, deletion, copying, processing, and modification of such data.

RSM and the Company acknowledge and agree that they may correspond or convey information and documentation, including Confidential Information and Personal Information, via various forms of electronic transmission, including, but not limited to, Third-Party Products, such as, email, FTP and cloud-based sharing and hosting applications (e.g., portals, data analytics tools, and helpdesk and support ticketing applications), and that neither party has control over the performance, operation, reliability, availability, or security of these electronic transmissions methods. Therefore, neither party will be liable for any loss, damage, expense, harm, disclosure or inconvenience resulting from the loss, delay, interception, corruption, unauthorized disclosure, or alteration of any electronic transmission where the party has used commercially reasonable efforts to protect such information. We offer our clients various platforms for the exchange of information. You hereby agree that you shall be bound by and comply with any and all user terms and conditions made available (whether by link, click-through, or otherwise) with respect to such platforms.

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Personal Information

As used herein, the term "Personal Information" means any personal information, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver's license numbers or state- or province-issued identification card numbers, and health information.

Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have. We are permitted to use all such Personal Information to perform our obligations and exercise our rights under this Engagement Letter.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

In the event the services provided hereunder involve Personal Information collected in Canada, you acknowledge that we or our Subcontractors performing services hereunder on our behalf may store, transfer, and/or process such Personal Information in locations and on servers located outside of Canada, including jurisdictions such as the United States whose data protection laws differ from those of Canada. As a result, such Personal Information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions, including the United States, according to the laws in those jurisdictions. Subject to applicable laws in such other jurisdictions, we will use reasonable efforts to require that appropriate protections are in place to require our Subcontractors maintain protections on Personal Information collected in Canada that are equivalent to those that apply in Canada.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

Where we are acting as a service provider under the California Consumer Privacy Act and the California Privacy Rights Act, including as amended or replaced, and the associated regulations ("CCPA"), we (i) will not Sell or Share (as those terms are defined by the CCPA) any Personal Information received from the Company; (ii) will not retain, use, or disclose Personal Information to another business, person, or third party, except for the purpose of maintaining or providing the services or exercising our rights as specified in this Engagement Letter, including to provide Personal Information to advisers or sub-contractors to maintain or provide the services provided under this Engagement Letter, or to the extent such disclosure is required by law. At your written request, and at your cost, we shall reasonably assist you in addressing your obligations under the CCPA with regard to privacy rights requests related to your Personal Information held by us, directly resulting from our business relationship with you. We reserve the right to decline such a request where, as determined in our sole discretion, the request for our assistance could violate or impair a Consumer's (as that term is defined by the CCPA) rights under the CCPA or another applicable law, regulation, or professional or ethical standard. We certify that we understand and will comply with the requirements enumerated in (i) and (ii). For the avoidance of doubt, all permitted uses of Personal Information by service providers that are enumerated in the CCPA are understood to apply to the Personal Information processed by us.

We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of Company-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon

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your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

We will return to you all original records you provide to us in connection with this engagement. Further, in addition to providing you with those deliverables set forth in this Engagement Letter, we will provide to you a copy of any records we prepare or accumulate in connection with such deliverables which are not otherwise reflected in your books and records without which your books and records would be incomplete. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and nonfinancial records related to this engagement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records of yours necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Engagement Letter. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Engagement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner. Our invoices will comply with all requirements under title 11 of the United States Code, the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, and any rules and orders promulgated by the United States Bankruptcy Court for the Southern District of New York in the chapter 11 cases captioned *In re Celsius Network LLC, et al.* (Case No. 22-10964).

You may terminate this Engagement Letter for any reason upon fifteen (15) days' prior written notice to us. In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and non-cancelable commitments made by us on your behalf through the effective date of termination.

Either party may terminate this Engagement Letter upon written notice if: (i) circumstances arise that in its judgment would cause its continued performance to result in a violation of law, a regulatory requirement, applicable professional or ethical standards, or, in the case of RSM, our client acceptance or retention standards; or (ii) if the other party is placed on a Sanctioned List (as defined herein), or if any director or executive of, or other person closely associated with such other party or its affiliate, is placed on a Sanctioned List.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Engagement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Engagement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, we may, at our sole discretion, terminate this Engagement Letter without further obligation to you. Resumption of our work following termination may be subject to our client acceptance procedures and, if resumed, will require additional procedures not contemplated in this Engagement Letter. Accordingly, the scope, timing and fee arrangement discussed in this Engagement Letter will no

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longer apply. In order for us to recommence work, the execution of a new Engagement Letter will be required.

The parties agree that those provisions of this Engagement Letter which, by their context, are intended to survive, including, but not limited to, payment, use and ownership, and confidentiality obligations, shall survive the termination of this Engagement Letter.

Miscellaneous

We may mention your name and provide a general description of the engagement in our client lists and marketing materials.

Notwithstanding anything stated to the contrary in this Engagement Letter, the Company acknowledges and consents that we also may utilize Confidential Information and Personal Information to (i) improve the quality of our services and offerings and/or (ii) develop or perform internal data analysis or other insight generation. Information developed in connection with these purposes may be used by us to provide services or offerings. We will not use your Confidential Information or Personal Information in a way that would permit the Company or an individual to be identified by third parties without your prior written consent.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agree to compensate us for any additional costs incurred as a result of your employment of one of our partners, principals or employees.

Each party hereto affirms it has not been placed on a Sanctioned List (as defined below) and will promptly notify the other party upon becoming aware that it has been placed on a Sanctioned List at any time throughout the duration of this Engagement Letter. The Company shall not, and shall not permit third parties to, access or use any of the deliverables provided for hereunder, or Third-Party Products provided hereunder, in violation of any applicable sanctions laws or regulations, including, but not limited to, accessing or using the deliverables provided for hereunder or any Third-Party Products from any territory under embargo by the United States or Canada. The Company shall not knowingly cause RSM to violate any sanctions applicable to RSM. As used herein "Sanctioned List" means any sanctioned person or entity lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the Consolidated Canadian Autonomous Sanctions List, the United Nations Security Council, the European Union, and United Kingdom.

Nothing in this Engagement Letter shall limit the liability of RSM to the Company for any negligence, violation of applicable auditing standards, or other fault in the performance of audit procedures, whether at common law, under the federal securities laws, or pursuant to any applicable state law. Any term of this Engagement Letter that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment.

Notices

Unless otherwise expressly agreed upon by the parties in this Engagement Letter, all notices required to be given hereunder will be in writing and addressed to the party at the business address provided in this Engagement Letter, or such other address as such party may indicate by a notice delivered to the other party. A copy of any legal notice (e.g., any claimed breach or termination of this Engagement Letter) sent by the Company to RSM shall also be sent to the following address: Office of the General Counsel, RSM US LLP, 200 South Wacker Drive, Suite 3900, Chicago, IL 60606. Except as otherwise expressly provided in this Engagement Letter, notices hereunder will be deemed given and effective: (i) if personally delivered, upon delivery; (ii) if sent by registered or certified mail or by overnight courier service with tracking capabilities, upon receipt; and, (iii) if sent by electronic mail (without indication of delivery failure),

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at such time as the party that sent the notice receives confirmation of receipt, whether by read-receipt confirmation or otherwise.

Governing Law

This Engagement Letter, including, without limitation, its validity, interpretation, construction, and enforceability, and any dispute, litigation, suit, action, claim, or other legal proceeding arising out of, from, or relating in any way to this Engagement Letter, any provisions herein, a report issued or the services provided hereunder, will be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles, and applicable U.S. federal law.

Entire Agreement

This Engagement Letter constitutes the complete and exclusive statement of agreement between RSM and the Company and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Engagement Letter.

If any term or provision of this Engagement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Engagement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this Engagement Letter or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (a) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (b) an electronic copy of a traditional signature affixed to a document, (c) a signature incorporated into a document utilizing touchscreen capabilities or (d) a digital signature. This Engagement Letter may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Engagement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

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AGREED TO AND ACKNOWLEDGED BY:

RSM US LLP

DocuSigned by:

Howie Siegal

08-Aug-2023

ED5BEDA69FE1453
Howie Siegal, Partner

Confirmed on behalf of Celsius Mining LLC:

DocuSigned by:

Chris Ferraro

8/8/2023

Chris Ferraro, Interim Chief Executive Officer

Date

DocuSigned by:

Alan Carr

8/8/2023

Alan Carr, Special Committee Member

Date

Exhibit A
List of RSM US LLP Associated Entities

Birchtree Financial Services LLC
Risk & Regulatory Consulting, LLC
Rock River Insurance Company, LLC
RSM Canada Consulting LP
RSM Canada GP Inc.
RSM Canada Limited
RSM Canada Operations ULC
RSM Delivery Center (India) Private Limited
RSM US (Germany) GmbH
RSM US (Hong Kong) Limited
RSM US (UK) Ltd.
RSM Canada Holdco LLP
RSM US Consulting (Shanghai) Co. Ltd.
RSM US Insurance Agency Services LLC
RSM US International Holdco One LLC
RSM US International Holdco Two LLC
RSM US International Holdco Three LLC
RSM US International Services, Inc.
RSM US Mexico Consulting, S.C.
RSM Product Sales Holdings LLC
RSM US Product Sales LLC
RSM US SV. Ltda. de C.V.
Wise Consulting Associates, LLC
RSM Canada LLP
RSM US Foundation
RSM International and all of its member firms (attached – Exhibit B)

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Exhibit B
List of RSM US LLP Member Firms

Country	Name
Afghanistan	RSM Avais Hyder Liaquat Nauman, Afghanistan
Afghanistan	RSM Avais Hyder Liaquat Nauman (the RSM member firm in Pakistan)
Albania	RSM ALBANIA
Andorra	RSM Andorra Auditors i Assessors, SL
Argentina	RSM AR S.R.L.
Argentina	RSM Cuyo S.A.
Argentina	RSM Cordoba S.A.
Argentina	RSM Consult.AR S.A.
Argentina	RSM Paraguay S.A.
Argentina	Aprilstar S.A.
Australia	RSM Australia Pty Ltd
Australia	RSM Timor Unipessoal Lda
Australia	RSM Australia Tax Law Pty Ltd
Australia	RSM Digital Australia Pty Ltd
Australia	RSM Corporate Australia Pty Ltd
Australia	RSM Financial Services Australia Pty Ltd
Australia	RSM Australia Partners
Australia	BC Law Pty Ltd
Austria	RSM Austria Wirtschaftsprüfung GmbH
Austria	RSM Austria Steuerberatung GmbH
Austria	RSM Austria Immobilien GmbH
Austria	RSM Austria Global Employer Services GmbH
Austria	RSM Austria Consulting GmbH
Austria	RSM Austria Transaction Services Wirtschaftsprüfung GmbH
Austria	JPS Personalverrechnungs GmbH
Austria	RSM Austria Business Process Improvement Steuerberatung GmbH
Azerbaijan	RSM Azerbaijan LLC
Azerbaijan	RSM Azerbaijan Consulting Group LLC
Azerbaijan	RSM Azerbaijan Consulting and Technology LLC
Bahrain	RSM Bahrain
Bahrain	RSM Auditing and Consulting & Partners (based in Qatar)
Bahrain	Shams Sadeq AL Baharna Auditors and Consultants
Bangladesh	Masih Muhith Haque & Co. Chartered Accountants
Bangladesh	RSM Bangladesh Consulting Ltd.
Belgium	RSM Belgium
Belgium	RSM InterICT SRL/BV

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Belgium	RSM InterTransactions SRL/BV
Belgium	RSM InterSustainability SRL/BV
Belgium	RSM Belgie
Belgium	RSM reviseurs d'entreprises - bedrijfsrevisoren SRL/BV
Belgium	RSM Belgique
Belgium	RSM InterTax
Belgium	RSM InterAudit SRL/BV
Belgium	RSM InterFiduciaire SRL/BV
Belgium	RSM België
Belgium	RSM InterPay
Belgium	RSM IT Advisory BVBA
Belgium	RSM Corporate Finance
Botswana	RSM Botswana
Botswana	RSM (Botswana) Consulting (Pty) Ltd
Botswana	RSM Botswana Software Proprietary Limited
Botswana	RSM (Botswana) Professional Services Proprietary Limited
Botswana	Royal Training Consultants (Pty) Ltd trading as Businesoft Sysems
Brazil	RSM Brasil BPO S/S
Brazil	RSM Brasil Corporate Consultores Ltda
Brazil	RSM Brasil Solution Servicos de Apoio Administrativo
Brazil	RSM Brasil Consultores Associados Sociedade Simples Ltda
Brazil	RSM Brasil Auditores Independentes
Brazil	RSM Brasil BPS SP Servicos Contabeis Ltda
Brazil	RSM ACAL Auditores Independentes S/S
Brazil	RSM Brasil Tax Consultoria Empresarial Ltda
Brazil	Pollvo Licenciamento e Desenvolvimento de Software Ltda
Brazil	RSM ACAL Auditoria e Consultoria S/S
Brazil	EASY SIGN CERTIFICACAO DIGITAL LTDA.
Brazil	PORTAL SPED BRASIL E SERVICOS LTDA
Brazil	MVC CONSULTING AUDITORIA E CONSULTORIA LTDA
Brazil	RSM BRASIL SP BOT TECNOLOGIA LTDA
Brazil	ACCOUNT BANK TECNOLOGIA LTDA
Brazil	RSM Brasil Serviços Complementares Ltda.
Brazil	HUBCOUNT TECNOLOGIA LTDA
Brazil	RSM Brasil Consultoria Contabil e Tributaria Ltda
Bulgaria	RSM BG Ltd.
Canada	RSM Canada Alliance
Canada	RSM Canada LLP
Cayman Islands	RSM Cayman Ltd.
Cayman Islands	RSM Professional Services (Cayman) Ltd.
Channel Islands	RSM Channel Islands Group Limited

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Channel Islands	RSM (CI) Audit Limited
Channel Islands	RSM Jersey Limited
Channel Islands	RSM Channel Islands (Audit) Limited
Channel Islands	RSM Channel Islands Services Limited
Channel Islands	RSM Channel Islands Limited
Chile	RSM Chile SpA
Chile	RSM Chile Magnus Technology SPA
Chile	RSM Chile Auditores y Consultores SpA
Chile	Magnus Technology Services SpA
Chile	Auren Group SpA
China	RSM China CPA LLP - English name 容诚会计师事务所 Chinese name
China	RSM Xiamen Consulting Co., Ltd. / 厦门容诚企业咨询有限公司
China	Anhui RSM Tax Ltd. 安徽容诚税务师事务所有限公司
China	Jiangsu RSM Tax Ltd. / 江苏容诚税务师事务所有限公司
China	RSM China (Liaoning) Certified Tax Agents Limited Corporation (辽宁容诚税务师事务所有限公司)
China	Xiamen RSM Tax Ltd / 容诚税务师事务所(厦门)有限公司
China	Suzhou RSM Tax Ltd. / 容诚(苏州)税务师事务所有限公司
China	Shanghai RSM Tax Ltd. / 上海容诚税务师事务所有限公司
China	RSM Shanghai Consulting Co., Ltd / 上海容诚企业咨询有限公司
China	RSM China (Shenzhen) Certified Tax Agents Limited Corporation (容诚 (深圳) 税务师事务所有限公司)
China	RSM China (Beijing) Certified Tax Agents Limited Corporation (容诚税务师事务所 (北京) 有限公司)
China	RSM China (Guangzhou) Certified Tax Agents Limited Corporation (容诚税务师事务所 (广州) 有限公司)
China	RSM China (Guangxi) Certified Tax Agents Limited Corporation (广西容诚税务师事务所有限公司)
China	RSM Consultants (Beijing) Co., Ltd (容诚咨询 (北京) 有限公司)
China	Xiamen Tianjian Zhida Tax Ltd. / 厦门天健致达税务师事务所有限公司
China	Anhui Huapu Construction Cost Consultation Co., Ltd.
China	Liaoning Tianjian Construction Cost Consultation Co., Ltd.
China	Anhui Huapu Tax Consultation Co., Ltd
China	Accountstaff Hangzhou Co., Ltd
China	SBA Stone Forest Limited
China	SBA Stone Forest Corporate Advisory (Shanghai) Co. Ltd

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China	SBA Stone Forest HR Service (Shanghai) Co., Ltd
China	SBA Stone Forest CPA Co. Ltd
China	AG China (Shanghai) Pte Ltd
China	SBA Stone Forest CPA (Beijing) General Partnership
Colombia	RSM Colombia SAS
Colombia	RSM Colombia Auditores SAS
Colombia	RSM Colombia BPO & Consulting SAS
Colombia	RSM Colombia-BG SAS
Colombia	RSM Colombia-Tax & Legal SAS
Colombia	RSM Colombia-CA SAS
Costa Rica	RSM Costa Rica Audit Tax and Consulting Services Sociedad Anónima
Costa Rica	RSM Costa Rica Servicios Contables de San Jose, Limitada
Croatia	RSM Croatia d.o.o.
Cyprus	RSM Cyprus Limited
Cyprus	RSM Cyprus People Services Ltd
Czech Republic	RSM CZ a.s.
Czech Republic	RSM SK s. r. o. (based in Slovakia)
Czech Republic	RSM Technology CZ s.r.o.
Czech Republic	RSM Payroll Solutions CZ s.r.o.
Czech Republic	RSM Consulting SK s.r.o. (based in Slovakia)
Denmark	RSM Danmark Statsautoriseret Revisionspartnerselskab
Dominican Republic	RSM Dominicana, S.R.L.
Egypt	RSM Egypt
Egypt	RSM Egypt Training Academy
Egypt	RSM Egypt - Consulting and Financial Process Outsourcing
Egypt	RSM Egypt Financial Advisory
Egypt	RSM Egypt - Chartered Accountants Magdy Hashish & Partners
El Salvador	RSM El Salvador, Ltda. de C.V.
Eswatini	RSM Eswatini
Eswatini	RSM Eswatini Consulting (Proprietary) Limited
France	RSM France
France	CSC Limited
France	RSM NIMES
France	ALAIN MARTIN ET ASSOCIES
France	GIE RSM RHONE-ALPES
France	RSM Réunion Nord
France	GIE RSM PARIS
France	GIE RSM OUEST
France	GIE RSM EST
France	GIE RSM MEDITERRANEE
France	RSM OUEST AUDIT

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France	RSM EST
France	RSM PARIS Services
France	RSM PACA
France	RSM PARIS
France	RSM MEDITERRANEE
France	RSM Réunion Mayotte
France	RSM Mayotte Expertise
France	RSM RHONE-ALPES
France	RSM OUEST
France	RSM BEAUJOLAIS VAL DE SAONE
France	RSM PAYS DE SAVOIE
France	RSM NIGER
France	RSM HOLDING FRANCE
France	RSM GRENOBLE DAUPHINE
France	RSM GARD
France	RSM France RH
France	RSM Réunion Expertise
France	RSM Réunion Mayotte Audit
France	RSM Réunion Sud
France	GECIA EXPERTISE COMPTABLE
France	RSM OI EXPERTISE
France	RSM OI AUDIT
France	RSM OI MAYOTTE SAS
France	BusinessCool
France	RSM OM SUD
France	COMPTA CONSEILS EXPERTS ASSOCIÉS
France	RSM OM NORD
France	RSM OM SAS
Georgia	RSM Georgia LLC / არსემ საქართველო
Georgia	RSM Georgia Solutions LLC
Germany	RSM GmbH Wirtschaftsprüfungsgesellschaft Steuerberatungsgesellschaft
Germany	RSM Legal GmbH Rechtsanwaltsgesellschaft
Germany	RSM Risk Consulting Germany GmbH & Co. KG
Germany	RSM DE Technology & Management Consulting GmbH
Gibraltar	RSM Gibraltar Group
Gibraltar	RSM Gibraltar Limited
Gibraltar	RSM Fiduciary (Gibraltar) Limited
Gibraltar	RSM Audit (Gibraltar) Limited
Gibraltar	RSM Fund Services (Gibraltar) Limited
Greece	RSM Greece Certified Auditors and Management Consultants SA
Greece	RSM Greece Business Advisors Ltd.

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Guatemala	Orellana Sánchez, Sazo & Asociados, S.C
Guatemala	RSM Guatemala BPO, S.A.
Honduras	RSM Honduras, S. de R.L. de C.V.
Hong Kong	RSM Hong Kong
Hong Kong	RSM Corporate Advisory (Hong Kong) Limited
Hong Kong	RSM Tax Advisory (Hong Kong) Limited
Hong Kong	RSM Capital (Hong Kong) Limited
Hong Kong	RSM Consulting (Hong Kong) Limited
Hungary	RSM Hungary Plc.
Hungary	RSM Connect Tax Hungary Ltd.
Hungary	RSM DTM International VAT Services Ltd.
Hungary	RSM Hungary Könyvvizsgáló Zrt. (RSM Hungary Auditing Priv. Co. Ltd.)
Hungary	RSM Audit Hungary Zrt.
Hungary	Nextum Kft.
Hungary	RSM Szűcs & Partnerei Ügyvédi Iroda
Hungary	Szűcs & Partnerei Ügyvédi Társulás
India	Suresh Surana & Associates LLP
India	RSM Astute Consulting Pvt. Ltd.
India	RSM Astute Consulting (Chennai) Pvt. Ltd.
India	RSM Astute Consulting India LLP
India	RSM Consulting India Pvt. Ltd.
India	RSM GC Advisory Services Pvt. Ltd.
India	Suresh Surana & Associates
India	RSM Astute Consulting Ahmedabad LLP
India	RSM Astute Consultech Pvt. Ltd.
Indonesia	RSM Indonesia
Indonesia	Amir Abadi Jusuf, Aryanto, Mawar & Rekan, Registered Public Accountants
Indonesia	PT RSM Indonesia Konsultan
Indonesia	PT RSM Indonesia Mitradaya
Indonesia	PT RSM Indonesia Mitradana
Ireland	RSM Ireland Business Advisory Limited
Israel	RSM Shiff Hazenfratz & Co.
Israel	RSM Shiff Hazenfratz & Co. Control & Risk Management / שיף הזנפרץ ושות' / RSM יעוץ, בקרה וניהול סיכונים
Italy	RSM Società di Revisione e Organizzazione Contabile S.p.A.
Italy	RSM Italy Tax Legal & Advisory Srl
Italy	RSM Italy Accounting Milano Srl
Italy	RSM Italy Corporate Finance S.r.l.
Italy	RSM Legal Italia STA a r.l.
Italy	RSM Italy M&A Advisory Srl

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Italy	RSM Italy Accounting Roma Srl
Italy	RSM Italy Scarl
Italy	RSM Studio Tributario e Societario – Roma
Italy	RSM Studio Tributario e Societario – Milano
Italy	RSM Studio Palea Lauri Gerla - Milano
Italy	RSM Studio Palea Lauri Gerla Holding Srl
Italy	RSM Italy Tax & Advisory S.R.L.
Italy	RSM Studio Palea Lauri Gerla - Roma
Japan	RSM Seiwa (English name) RSM 清和監査法人
Japan	RSM Japan Tax Co.
Japan	RSM Shiodome Partners Limited RSM 汐留パートナーズ株式会社
Japan	RSM Shiodome Partners SR Co. RSM 汐留パートナーズ社会保険労務士法人
Japan	RSM Shiodome Partners JS Co. RSM 汐留パートナーズ司法書士法人
Japan	Shiodome Business Solutions Limited 汐留ビジネスソリューションズ株式会社
Japan	RSM Shiodome Partners Tax Co. RSM 汐留パートナーズ税理士法人
Japan	RSM Seiwa Consulting Co., Ltd / RSM清和コンサルティング株式会社)
Japan	Shiodome Partners (Philippines) Inc.
Japan	RSM Shiodome Partners AS Co. RSM 汐留パートナーズ行政書士法人
Japan	Shiodome Partners JS Co. 汐留パートナーズ司法書士法人
Japan	Shiodome Partners AS Co. 汐留パートナーズ行政書士法人
Japan	Shiodome Partners SR Co. 汐留パートナーズ社会保険労務士法人
Japan	Shiodome Partners Tax Co. 汐留パートナーズ税理士法人
Japan	Shiodome Partners Limited 汐留パートナーズ株式会社
Japan	Seiwa Consulting Co., Ltd / (清和コンサルティング株式会社)
Jordan	Arabian Professional Group / (المجموعة المهنية العربية)
Jordan	Integrated Consulting Services / (الخدمات الاستشارية المترابطة)
Kazakhstan	TOO "RSM Qazaqstan"
Kazakhstan	TOO "RSM Qazaqstan Advisory"
Kazakhstan	RSM Kazakhstan Partnership

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Kenya	RSM Eastern Africa LLP
Kenya	RSM Eastern Africa, Tanzania
Kenya	RSM (Eastern Africa) Consulting Ltd., Kenya
Kenya	RSM Eastern Africa, Uganda
Kenya	RSM (Eastern Africa) Consulting Ltd., Tanzania
Kenya	RSM (Eastern Africa) Consulting Ltd., Uganda
Korea (Republic of)	Shinhan Accounting Corporation
Kosovo	RSM Kosovo Sh.p.k.
Kosovo	RSM Kosovo Consulting SH.P.K.
Kosovo	RSM Albania
Kuwait	RSM Albazie & Co.
Kuwait	RSM Al Bazie Management Consulting & Economic Company WLL (also known as RSM Albazie Consulting W.L.L.)
Kyrgyzstan	RSM KGZ Limited Liability Company («PCM КейДжиЗет» Жоопкерчилиги чектелген коому)
La Reunion	RSM Réunion Audit
La Reunion	RSM OI Audit
Lebanon	RSM Lebanon
Luxembourg	RSM Tax & Accounting Luxembourg
Luxembourg	RSM Fund Management Luxembourg
Luxembourg	RSM Financial Services Luxembourg
Luxembourg	RSM Cosal Luxembourg
Luxembourg	RSM Audit Luxembourg, société à responsabilité limitée
Macedonia (Republic of North)	RSM MAKEDONIJA DOOEL Skopje / PCM МАКЕДОНИЈА ДООЕЛ Скопје
Macedonia (Republic of North)	RSM IT MAKEDONIJA DOOEL Skopje. (PCM ИТ МАКЕДОНИЈА ДООЕЛ Скопје)
Macedonia (Republic of North)	Lawyer Iva Hot Skopje - Адвокат Ива Хот Скопје
Malaysia	RSM Malaysia PLT
Malaysia	RSM BPO (Malaysia) Sdn. Bhd.
Malaysia	RSM Outsourcing (Malaysia) Sdn. Bhd.
Malaysia	RSM IT Solutions (Malaysia) Sdn. Bhd.
Malaysia	RSM IT Capital (Malaysia) Sdn. Bhd.
Malaysia	RKT Tax Services (KL) Sdn. Bhd.
Malaysia	RSM RKT Group Sdn. Bhd.
Malaysia	RSM Tax Consultants (Malaysia) Sdn. Bhd.
Malaysia	RKT Tax Consultants Sdn. Bhd.
Malaysia	RKT Tax Services Sdn. Bhd.
Malaysia	RSM SBA (Malaysia) Sdn. Bhd.
Malaysia	RSM Corporate Restructuring (Malaysia) Sdn. Bhd.

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Malaysia	RSM Corporate Consulting (Malaysia) Sdn. Bhd.
Malaysia	RSM Corporate Strategies (Malaysia) Sdn. Bhd.
Malaysia	RSM Corporate Advisory (Malaysia) Sdn. Bhd.
Malaysia	RSM Malaysia
Malaysia	Quest BPO Sdn Bhd
Malaysia	PayrollServe Malaysia Sdn Bhd
Malaysia	Stone Forest Malaysia Sdn Bhd
Malta	RSM Malta
Malta	RSM Malta Talent Management Services Limited
Malta	RSM Malta Advisory Limited
Malta	RSM Malta VFA Limited
Mauritius	RSM (Mauritius) Consulting Ltd.
Mauritius	RSM (Mauritius) LLP
Mauritius	RSM (Mauritius)
Mayotte	RSM Mayotte
Mayotte	RSM OI MAYOTTE SAS
Mexico	RSM Mexico Bogarín S. C.
Mexico	Personal Especializado UTIL SA de CV
Mexico	Util Soluciones en Recursos Humanos S.A. de Cv.
Mexico	Grupo de Trabajo SAC S de RL de CV
Mexico	RSM MX SERCORP CDMX 1, S.C.
Mexico	Servicio y Mantenimiento H8 SA de CV
Mexico	CONTADORES FPA, S.C.
Mexico	Knoa Software Latin America (is in the process of changing its name to Tecnología Avanzada MSM SA de CV)
Mexico	WITT RGA CONSULTORES, S.C.
Morocco	RSM Morocco
Mozambique	RSM Moçambique, Lda.
Netherlands	RSM Netherlands Holding N.V.
Netherlands	RSM Netherlands Corporate Finance B.V.
Netherlands	RSM Netherlands Technology Consulting B.V.
Netherlands	RSM Nederland Interim Services N.V.
Netherlands	RSM Netherlands (VAT Services) B.V
Netherlands	RSM Netherlands Business Consulting Services B.V.
Netherlands	RSM Netherlands Audit B.V.
Netherlands	RSM Netherlands Loonadviesgroep B.V.
Netherlands	RSM Netherlands Financial Advisory Services B.V.
Netherlands	RSM Netherlands Evaluent B.V.
Netherlands	RSM Netherlands Belastingadviseurs N.V.
Netherlands	RSM Netherlands (GRC) Consultancy B.V.
Netherlands	RSM Netherlands Due Diligence Services B.V.

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Netherlands	RSM Netherlands Accountants N.V.
Netherlands	RSM Netherlands IT Audit B.V.
Netherlands	RSM Nederland Holding N.V.
Netherlands	RSM Netherlands Consultancy B.V.
Netherlands	RSM Bedrijfsfinancieringen B.V.
Netherlands	RSM Nederland Risk Advisory Services B.V.
Netherlands	RSM Loonadviesgroep B.V.
Netherlands	RSM Financial Advisory Services B.V.
Netherlands	RSM Evaluent BV
Netherlands	D.V.A.T.S B.V.
New Zealand	RSM New Zealand Group Limited
New Zealand	RSM New Zealand (Auckland North)
New Zealand	RSM Hades Trustee Limited
New Zealand	RSM New Zealand (Auckland)
New Zealand	RSM Hayes Audit
New Zealand	RSM Hayes Audit Ltd
New Zealand	RSM New Zealand Auckland (North) Limited
New Zealand	RSM New Zealand (Auckland) Limited
New Zealand	RSM Mercer Family Trustee Limited
Nicaragua	RSM Nicaragua, S.A
Niger	RSM NIGER
Norway	RSM Norge AS
Norway	RSM Norge Kompetanse AS
Norway	RSM Advokatfirma AS
Oman	George Mathew LLC
Pakistan	Avais Chartered Accountants
Pakistan	Avais Hyder Liaquat Nauman (based in Afghanistan)
Pakistan	RSM Avais Hyder Liaquat Nauman
Pakistan	RSM Pakistan (Pvt.) Limited
Panama	RSM Panama, S.A.
Paraguay	RSM Paraguay S.A.
Paraguay	Aprilstar S.A.
Peru	RSM PERU S.A.C.
Peru	Panez, Chacaliaza & Asociados S.C.R. Ltda.
Philippines	Reyes Tacandong & Co.
Poland	RSM Poland Audyt Sp. z o.o.
Poland	RSM Poland Technology Sp. z o.o.
Poland	RSM Poland Legal Sp. z o.o.
Poland	RSM Poland Fiscal Representation Sp. z o.o. sp. K
Poland	RSM Poland Sp. z o.o.
Poland	RSM Poland Fiscal Representation Sp. z o. o.

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Poland	RSM Poland Spółka z ograniczoną odpowiedzialnością spółka komandytowa (RSM Poland sp. z o.o. sp. k.)
Poland	RSM Poland Spółka Doradztwa Podatkowego S.A.
Portugal	RSM & Associados - Sroc, Lda
Portugal	RSM Audiconsulte - Consultoria, Lda
Puerto Rico	RSM Puerto Rico
Puerto Rico	Vila del Corral y Compañía S.A.
Puerto Rico	RSM Dominicana, S. R. L.
Qatar	RSM Auditing and Consulting & Partners
Qatar	Shams Sadeq AL Baharna Auditors and Consultants
Romania	RSM Romania SRL
Saudi Arabia	RSM Allied Accountants Professional Services Company المهنية شركة المحاسبين المتحدون للاستشارات
Saudi Arabia	R.S.M. Technology for information technology company شركة ار اس ام تكنولوجي لتقنية
Serbia	RSM Serbia d.o.o. Beograd
Serbia	RSM Advisory d.o.o. Beograd
Singapore	RSM Chio Lim LLP
Singapore	Stone Forest Pte Ltd
Singapore	Pactech Engineering Pte Ltd
Singapore	Stone Forest CorpServe Pte Ltd
Singapore	SF Consulting Pte Ltd
Singapore	RSM Tax Pte Ltd
Singapore	RSM Risk Advisory Pte Ltd
Singapore	RSM Corporate Advisory Pte Ltd
Singapore	Stone Forest Accountserve Pte Ltd
Singapore	Stone Forest IT Pte Ltd
Singapore	SBA Stone Forest (China) Pte Ltd
Slovakia	RSM SK s. r. o.
Slovakia	RSM Consulting SK s. r. o.
South Africa	RSM SA Consulting (Pty) Ltd
South Africa	RSM South Africa Inc.
South Africa	RSM SA Trustees (Pty) Limited
Spain	RSM Spain Professional Corporation S.L.P.
Spain	RSM Spain Consultores, S.L.
Spain	WHERE2RETAIL, LDA
Spain	RSM Spain Corporate Finance, SL
Spain	RSM Spain Servicios Administrativos, SL
Spain	RSM Spain Asesores Legales y Tributarios, SLP
Spain	RSM Andorra Auditors i Assessors, SL
Spain	RSM Spain Auditores, SLP

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Spain	RSM Spain Holding Company, SL
Spain	RSM Spain Holding Company SL
Sweden	RSM Sverige AB
Sweden	RSM Göteborg AB
Sweden	RSM Stockholm Holding AB
Sweden	RSM Roslagen AB
Sweden	RSM Göteborg KB
Sweden	RSM Stockholm AB
Switzerland	RSM Switzerland AG
Switzerland	RSM Audit Switzerland SA
Switzerland	RSM Swiss KMU GmbH
Switzerland	PASCAL SIGRIST TREUHAND GmbH
Taiwan	RSM Taiwan (English name) 廣信益群聯合會計師事務所(Chinese name)
Taiwan	廣益管理顧問股份有限公司/ Kwang-I Management Consulting Co.
Tajikistan	RSM Tajikistan LLC / Чамъияти дорои масъулияти маҳдуди «PCM Тоҷикистон» (ЧДММ «PCM Тоҷикистон»)
Tajikistan	RSM KGZ Limited Liability Company «PCM КейДжиЗет» Жоопкерчилиги чектелген коому Общество с ограниченной ответственностью «PCM КейДжиЗет»
Tajikistan	RSM Outsource Tajikistan LLC / Чамъияти дорои масъулияти маҳдуди «PCM Аутсорс Тоҷикистон» (ЧДММ «PCM Аутсорс Тоҷикистон»)
Tajikistan	RSM Legal Tajikistan LLC / Чамъияти дорои масъулияти маҳдуди «PCM Лигал Тоҷикистон» (ЧДММ «PCM Лигал Тоҷикистон»)
Tanzania	RSM Eastern Africa, Tanzania
Thailand	RSM (Thailand) Limited
Thailand	RSM Audit Services (Thailand) Limited
Thailand	RSM Recruitment (Thailand) Limited
Turkey	RSM TURKEY YEMİNLİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Turkey	RSM TURKEY DANIŞMANLIK VE YEMİNLİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Turkey	RSM TURKEY KURUMSAL DANIŞMANLIK ANONİM ŞİRKETİ
Turkey	RSM TURKEY ULUSLARARASI BAĞIMSIZ DENETİM ANONİM
Turkey	RSM TURKEY SERBEST MUHASEBECİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Turkey	ARKAN ERGIN ULUSLARARASI BAGIMSIZ DENETİM ANONİM ŞİRKETİ
Turkey	ARKAN ARKAN YEMİNLİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Turkey	ARKAN ERGIN KURUMSAL DANISMANLIK ANONİM ŞİRKETİ
Turkey	ARKAN ERGIN SERBEST MUHASEBECİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Turkey	ARKAN ERGIN YEMİNLİ MALİ MÜŞAVİRLİK ANONİM ŞİRKETİ
Uganda	RSM Eastern Africa, Uganda
Ukraine	"RSM UKRAINE" Limited Liability Company
Ukraine	"RSM UKRAINE AUDIT" LIMITED LIABILITY COMPANY

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Ukraine	"RSM UKRAINE SERVICE" Limited Liability Company
United Arab Emirates	RSM Dahman Auditors
United Arab Emirates	RSM AE Technology L.L.C.
United Arab Emirates	RSM Dahman Management Consultancy
United Arab Emirates	RSM Dahman Accountants LLP
United Kingdom	RSM UK Group LLP
United Kingdom	RSM UK Foundation
United Kingdom	RSM UK Consulting Solutions Limited
United Kingdom	RSM UK Legal LLP
United Kingdom	RSM UK Executive Services LLP
United Kingdom	RSM UK PBT Trustee Limited
United Kingdom	RSM UK SIP Trustees Limited
United Kingdom	RSM UK Audit LLP
United Kingdom	RSM UK Pension Trustees Limited
United Kingdom	RSM UK Creditor Solutions LLP
United Kingdom	RSM UK Holdings Limited
United Kingdom	RSM Northern Ireland (UK) Limited
United Kingdom	RSM & Co (UK) Limited
United Kingdom	RSM UK Tax and Advisory Services LLP
United Kingdom	RSM UK Tax and Accounting Limited
United Kingdom	RSM UK Risk Assurance Services LLP
United Kingdom	RSM UK Restructuring Advisory LLP
United Kingdom	RSM UK Management Limited
United Kingdom	RSM UK Corporate Finance LLP
United Kingdom	RSM UK Consulting LLP
United Kingdom	RSM UK Employer Services Limited
United Kingdom	Baker Tilly Executive Services Limited
United Kingdom	Baker Tilly Creditor Services LLP
United Kingdom	RSM Employer Services Limited
United Kingdom	First Hosted Limited (FHL)
United Kingdom	RSM Pension Trustees Limited
United Kingdom	RSM Restructuring Advisory LLP
United Kingdom	RSM Legal LLP
United Kingdom	RSM Risk Assurance Services LLP
United Kingdom	RSM Tax and Advisory Services LLP
United Kingdom	RSM Corporate Finance LLP
United States of America	RSM US LLP
United States of America	RSM US Alliance
United States of America	RSM Delivery Center (India) Pvt. Ltd.
United States of America	RSM US (Germany) GmbH
United States of America	RSM US (Hong Kong) Limited

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United States of America	RSM US (UK) Ltd.
United States of America	RSM US Product Sales LLC
United States of America	RSM US Canada Holdco LLP
United States of America	RSM Canada Operations ULC
United States of America	RSM Canada Consulting LP
United States of America	RSM Canada Limited
United States of America	RSM US SV, Ltda. de C.V.
United States of America	RSM US Consulting (Shanghai) Co. Ltd./罗绅美商务咨询(上海)有限公司
United States of America	RSM Canada GP Inc.
United States of America	RSM US International Holdco One LLC
United States of America	RSM US International Holdco Two LLC
United States of America	RSM US Product Sales Holdings LLC
United States of America	RSM US International Services, Inc.
United States of America	RSM US International Holdco Three LLC
United States of America	RSM US Mexico Consulting, S.C.
United States of America	Risk & Regulatory Consulting, LLC
Uruguay	RSM Uruguay S.A.
Uruguay	RSM Paraguay S.A.
Uruguay	RSM Corporate Uruguay S.A.
Uruguay	Aprilstar S.A.
Venezuela	RSM Venezuela
Vietnam	RSM Vietnam Auditing and Consulting Co., Ltd
Zambia	RSM Zambia Chartered Accountants

Exhibit 2

Siegal Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)

) Case No. 22-10964 (MG)
)

) (Jointly Administered)
)

**DECLARATION OF
HOWARD SIEGAL IN SUPPORT
OF DEBTORS' APPLICATION FOR ENTRY
OF AN ORDER (I) AUTHORIZING THE RETENTION
AND EMPLOYMENT OF RSM US LLP AS INDEPENDENT
AUDITOR FOR THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE AS OF AUGUST 1, 2023, AND (II) GRANTING RELATED RELIEF**

I, Howard Siegal, under penalty of perjury, declares as follows:

1. I am a Partner of the firm of RSM US LLP ("RSM"), which has an office at 719 Griswold Street, Suite 820, Detroit, MI 48226. I am duly authorized to make and submit this declaration (the "Declaration") on behalf of RSM as independent auditor for Celsius Network LLC and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the "Debtors") in support of the *Debtors' Application for Entry of an Order (I) Authorizing the Retention and Employment of RSM US LLP as Independent Auditor for the Debtors and Debtors and Possession Effective as of August 1, 2023, and (II) Granting Related Relief* (the "Application").²

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); Celsius US Holding LLC (7956); GK8 Ltd. (1209); GK8 UK Limited (0893); and GK8 USA LLC (9450). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 50 Harrison Street, Suite 209F, Hoboken, New Jersey 07030.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

2. The Debtors seek to have RSM retained as independent auditor in accordance with the terms and conditions set forth in that certain engagement letter dated August 4, 2023 (the “Engagement Letter”), a copy of which is attached to the Order as Exhibit 1.

3. The statements set forth in this Declaration are based upon my personal knowledge, information and belief, and/or client matter records kept in the ordinary course of business that were reviewed by me or other personnel of RSM or its affiliates.

RSM’s Qualifications

3. RSM is a public accounting firm with offices across the United States. RSM has significant experience in providing independent audit services in large and complex chapter 11 cases on behalf of debtors throughout the United States, including, among others, *In re BDC Inc.*, No. 20-10010 (CSS) (Bankr. D. Del. Mar. 20, 2020) and *In re Medley LLC*, No. 21-10526 (KBO) (Bankr. D. Del. May 17, 2021). This experience renders RSM well-qualified to provide services to the Debtors during these chapter 11 cases. RSM’s services fulfill an important need and are not provided by any of the Debtors’ other professionals. RSM’s employment is therefore in the best interests of the Debtors, their estates, creditors, and other parties in interest.

Disinterestedness

4. Except as set forth herein and in the attachment hereto, to the best of my knowledge, information, and belief, and based on reasonable inquiry, RSM (a) does not hold or represent an interest adverse to the Debtors or their estates and (b) is a “disinterested person,” as such term is defined in section 101(14) of title 11 of the Bankruptcy Code as required under section 327(a) of the Bankruptcy Code.

5. Specifically, RSM obtained from the Debtors and their representatives the names of individuals and entities that may be parties in interest in these chapter 11 cases and such parties are listed on Schedule 1 hereto. RSM searched its electronic database for its connections to the

entities listed on **Schedule 1** hereto. RSM also reviewed prior representations to ascertain any conflict that might arise from the prior employment of partners or individuals working on the engagement. RSM has not identified any Potential Parties in Interest which present a clear conflict in these chapter 11 cases. The aforementioned parties as well as any other parties which may have retained RSM (or their affiliates, as the case may be) in matters unrelated to these cases are disclosed on **Schedule 2** attached hereto. Moreover, to the best of my knowledge, information, and belief, RSM's retention is not prohibited or restricted by Bankruptcy Rule 5002. Accordingly, I believe that RSM is eligible for retention by the Debtors under section 327(a) of the Bankruptcy Code.

6. RSM and its affiliates have relationships with thousands of clients, some of which may be creditors of the Debtors or other Potential Parties-in-Interest. Accordingly, RSM and/or its affiliates have had, currently have and/or may have in the future relationships with such parties, or provided, may currently provide, and/or may provide in the future professional services to certain of these parties in matters unrelated to the chapter 11 cases. From time to time, RSM and its affiliates have provided or may currently provide services, and likely will continue to provide services, to certain creditors of the Debtors and various other parties potentially adverse to the Debtors in matters unrelated to the chapter 11 cases, except as set forth herein or in the attachments hereto. Additionally, certain significant Potential Parties-in-Interest have or may have provided goods or services, may currently provide goods or services, and/or may in the future provide goods or services to RSM and/or its affiliates in matters unrelated to the chapter 11 cases. A listing of parties with such connections to RSM and/or its affiliates is attached to this Declaration as **Schedule 2**.

7. I believe that the relationships described herein or reflected on **Schedule 2** have no bearing on the services for which RSM's retention is being sought by the Debtors in the chapter 11 cases. Furthermore, such relationships do not impair RSM's disinterestedness, and RSM does not represent an adverse interest in connection with the chapter 11 cases.

8. Despite the efforts described above to identify and disclose RSM's connections with the significant Potential Parties-in-Interest in the chapter 11 cases, because RSM is a nationwide firm with many employees, RSM is unable to state with certainty that every client relationship or other connection has been disclosed. In this regard, if RSM discovers additional material information that it determines requires disclosure, it will file a supplemental disclosure promptly with the Court.

9. Except as may be disclosed herein, to the best of my knowledge, information, and belief, RSM and the Engagement Partners/Principals/Managing Directors do not hold or represent any interest adverse to the Debtors, and I believe that RSM is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code.

Scope of Services

10. As set forth more fully in the Engagement Letter, RSM has agreed to perform independent audit services for Celsius Mining LLC ("Celsius Mining") and NewCo,³ as requested by the Debtors and agreed to by RSM.

11. RSM will perform a financial statement audit for Celsius Mining and NewCo in accordance with the auditing standards generally accepted in the United States of American

³ "NewCo" shall have the meaning ascribed to it in the *Joint Chapter 11 Plan of Reorganization of Celsius Network LLC and Its Debtor Affiliates* [Docket No. 3222] (as may be modified, amended, or supplemented from time to time).

(the “GAAS Standards”) and those of the Public Company Accounting Oversight Board (PCAOB) (United States) (the “PCAOB Standards”) to express an opinion on the fairness of the presentation of the Debtors’ financial statements for the years ending December 31, 2020, December 31, 2021, and December 31, 2022 and NewCo’s opening balance sheet in conformity with accounting principles generally accepted in the United States of America, in all material respects. RSM will also perform a review of Celsius Mining’s interim financial information in accordance with PCAOB Standards for each of the quarter in the years ending December 31, 2022 and December 31, 2023.

12. RSM requests that its retention be made effective as of August 1, 2023, so that RSM may be compensated for the professional services it has provided before the Application is heard by the Court. RSM has provided services to the Debtors in advance of approval of the Application in anticipation that its retention would be approved effective as of August 1, 2023. These circumstances are of a nature warranting retroactive approval.

Professional Compensation

13. RSM’s retention is conditioned upon its ability to be retained pursuant to its terms and conditions of employment, including the proposed compensation arrangements, set forth in the Engagement Letter.

14. Pursuant to the Engagement Letter, RSM estimates that it will bill the Debtors \$995,000 for the audit services performed thereunder (billed on time and material basis),⁴ except for audit services related to the Form 10 procedures, the NewCo year-end audit, and work related to Celsius Mining’s adoption of the new leases standard pursuant to ASC 842, other audit services and procedures associated with the services described in the Engagement Letter that are beyond

⁴ Pursuant to the Engagement Letter, in the event it appears that fees shall exceed that amount, prior written approval of Celsius Mining shall be obtained.

the scope of procedures anticipated to be performed at the time of engagement, as well as retention and fee application preparation, which will be billed separately and on a time and material basis (the “Out-of-Scope Services”). Pursuant to the Engagement Letter, RSM will bill the Debtors fees for the services and Out-of-Scope Services based on actual time spent by professionals on such services, at the individual’s applicable professional hourly rate, as follows:

Professional Level	Hourly Rates
Partner / Principal / Managing Director	840
Senior Manager	645
Manager	450
Senior	300
Staff	235

15. In addition to the fees set forth above, the Debtors have agreed to compensate RSM for actual, reasonable, and necessary expenses, including travel, report processing, meals, and other expenses incurred by RSM in providing the services. Pursuant to the Engagement Letter, RSM shall receive prior written consent from Celsius Mining before incurring any direct expenses that exceed \$10,000 in the aggregate.

16. RSM intends to file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred pursuant to the Engagement Letter in accordance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, the Local Rules, any applicable orders of the Court, including the Order granting this Application, and any applicable guidelines issued by the Office of the U.S. Trustee.

17. RSM will maintain records in support of any fees incurred in connection with the services it performs in the chapter 11 cases by category and nature of the services rendered, and will provide reasonably detailed descriptions of those services rendered on behalf of the Debtors, the time expended in provided those services, and the individuals who provided professional

services on behalf of the Debtors. RSM will present such records to the Court in its fee applications to the Court. RSM requests that the invoices, after appropriate review, be paid in a manner consistent with the payment of other retained professionals in this matter, consistent with any administrative orders, if any, that would apply to interim payments. I understand that all payments rendered pursuant to RSM's retention by the Debtors must be approved by an order of this Court and based upon the filing by RSM of appropriate interim and final applications for allowance of compensation and reimbursement of expenses.

Efforts to Avoid Duplication of Services

18. The services performed by RSM will not unnecessarily duplicate or overlap with the other services performed by the Debtors' other retained professionals and advisors. RSM understands that the Debtors have retained and may retain additional professionals during the term of the Engagement Letter, and RSM agrees to work cooperatively with the Debtors to avoid unnecessary duplication of services.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 18, 2023

/s/ Howard Siegal

Howard Siegal

Partner

RSM US LLP

Schedule 1

Potential Parties-in-Interest List

<u>Name of Entity</u>	<u>Category</u>
Huron Consulting Services LLC	Bankruptcy Examiner and Professionals
Jenner & Block LLP	Bankruptcy Examiner and Professionals
Shoba Pillay	Bankruptcy Examiner and Professionals
Beckerman, Lisa G.	Bankruptcy Judges
Chapman, Shelley C.	Bankruptcy Judges
Drain, Robert D.	Bankruptcy Judges
Garrity, James L., Jr.	Bankruptcy Judges
Glenn, Martin	Bankruptcy Judges
Jones, David S.	Bankruptcy Judges
Lane, Sean H.	Bankruptcy Judges
Mastando III, John P.	Bankruptcy Judges
Morris, Cecelia G.	Bankruptcy Judges
Philip Bentley	Bankruptcy Judges
Wiles, Michael E	Bankruptcy Judges
Anderson, Deanna	Bankruptcy Judges Staff
Barajas, Andres	Bankruptcy Judges Staff
Jennifer Pollan	Bankruptcy Judges Staff
Julia Bonnell	Bankruptcy Judges Staff
Slemmer, Daniel	Bankruptcy Judges Staff
Ziesing, "Frances" Annie	Bankruptcy Judges Staff
C Street Advisory Group	Bankruptcy Professionals - Other
Deloitte & Touche LLP	Bankruptcy Professionals - Other
Elementus	Bankruptcy Professionals - Other
Houlihan Lokey	Bankruptcy Professionals - Other
KE Andrews	Bankruptcy Professionals - Other
Kroll Restructuring	Bankruptcy Professionals - Other
M-III Partners, LLC	Bankruptcy Professionals - Other
Pepper Hamilton LLP	Bankruptcy Professionals - Other
Perella Weinberg Partners	Bankruptcy Professionals - Other
Togut, Segal & Segal	Bankruptcy Professionals - Other
A.M. Saccullo Legal, LLC	Bankruptcy Professionals - Retained
Alvarez & Marsal	Bankruptcy Professionals - Retained
Centerview Partners	Bankruptcy Professionals - Retained
Fischer (FBC & Co.)	Bankruptcy Professionals - Retained
Kirkland & Ellis LLP	Bankruptcy Professionals - Retained
Latham & Watkins LLP	Bankruptcy Professionals - Retained
Stretto	Bankruptcy Professionals - Retained
2nd Market	Contract Counter-Parties

<u>Name of Entity</u>	<u>Category</u>
Bank Hapoalim	Contract Counter-Parties
Bits of Gold LTD	Contract Counter-Parties
Blockdaemon Inc.	Contract Counter-Parties
Explorium Ltd.	Contract Counter-Parties
Guberman Consulting	Contract Counter-Parties
Hamilton's Reserve Inc.	Contract Counter-Parties
Ibrahim, Daniel	Contract Counter-Parties
IOTA Stiftung (IOTA Foundation)	Contract Counter-Parties
Kirobo Ltd.	Contract Counter-Parties
Maven Digital Ltd	Contract Counter-Parties
Niki GA Management and Maintenance Ltd	Contract Counter-Parties
Noet Aviv Ltd	Contract Counter-Parties
Oobit Technologies Pte. Ltd	Contract Counter-Parties
Prosegur Custodia De Activos Digitales S.L.U.	Contract Counter-Parties
ProxiBit	Contract Counter-Parties
Reblonde Public Relations	Contract Counter-Parties
Simon, Elie	Contract Counter-Parties
SolidBlock Inc	Contract Counter-Parties
Tezos Foundation	Contract Counter-Parties
Tromer, Eran	Contract Counter-Parties
Vast Bank, National Association	Contract Counter-Parties
ZoomInfo Technologies	Contract Counter-Parties
Cadwalader Wickersham & Taft	Counsel to Former Executives
Paul Hastings LLP	Counsel to Former Executives
Celsius EU UAB (Lithuania)	Debtors
Celsius KeyFi LLC	Debtors
Celsius Lending LLC	Debtors
Celsius Management Corp	Debtors
Celsius Mining IL Ltd	Debtors
Celsius Mining LLC	Debtors
Celsius Mining, LLC	Debtors
Celsius Network Europe d.o.o. Beograd (Serbia)	Debtors
Celsius Network IL Ltd. (Israel)	Debtors
Celsius Network Limited (UK)	Debtors
Celsius Network LLC	Debtors
Celsius Networks Lending LLC	Debtors
Celsius Operations LLC	Debtors
Celsius US Holding LLC	Debtors
Celsius US LLC (Formerly Celsius Money)	Debtors
KN Media Manager, LLC	Debtors
Albert, David	Director/Officer
Alisie, Adrian	Director/Officer

<u>Name of Entity</u>	<u>Category</u>
Ayalon, Amir	Director/Officer
Ayalor, Amir	Director/Officer
Barse, David	Director/Officer
Barwick, Christy	Director/Officer
Beaudry, Jeremie Robert	Director/Officer
Bentov, Tal	Director/Officer
Blonstein, Oren	Director/Officer
Bodnar, Guillermo	Director/Officer
Bolger, Rod	Director/Officer
Carr, Alan Jeffrey	Director/Officer
Cohen-Pavin, Roni	Director/Officer
Denizkurdu, Aslihan	Director/Officer
Deutsch, Ron	Director/Officer
Dubel, John Stephen	Director/Officer
Fan, Jiayi "Jenny"	Director/Officer
Ferraro, Chris	Director/Officer
Goldstein, Nuke	Director/Officer
Holert, Patrick	Director/Officer
Kleiderman, Shiran	Director/Officer
Konduru, Subramaniam Vijay	Director/Officer
Lawlor, Quinn	Director/Officer
Leon, S. Daniel	Director/Officer
Mashinsky, Alex	Director/Officer
Mayerfeld, Mark	Director/Officer
Nadkarni, Tushar	Director/Officer
Nathan, Gilbert	Director/Officer
Ramos, Trunshedda W.	Director/Officer
Sabo, Ron	Director/Officer
Schreiber, Adam	Director/Officer
Shalem, Yaron	Director/Officer
Sunada-Wong, Rodney	Director/Officer
Tosi, Laurence Anthony	Director/Officer
Van Etten, Frank	Director/Officer
Delaware ADR, LLC	Fee Examiner and Professionals
Godfrey & Kahn, S.C.	Fee Examiner and Professionals
Sontchi, Christopher S.	Fee Examiner and Professionals
10Bis	GK8 Top 20 Vendors
Daniel Ibrahim	GK8 Top 20 Vendors
DoiT International	GK8 Top 20 Vendors
Elie Simon	GK8 Top 20 Vendors
Eran Tromer	GK8 Top 20 Vendors
G. E. Ehrlich (1995) LTD.	GK8 Top 20 Vendors

<u>Name of Entity</u>	<u>Category</u>
Israel Innovation Authority	GK8 Top 20 Vendors
Kost Forer Gabbay & Kasierer	GK8 Top 20 Vendors
Michael Cimo	GK8 Top 20 Vendors
Movilei Hovalot	GK8 Top 20 Vendors
Neot Aviv	GK8 Top 20 Vendors
Shufersal	GK8 Top 20 Vendors
Techen	GK8 Top 20 Vendors
Tel Aviv Municipality	GK8 Top 20 Vendors
Xtra Mile Ltd	GK8 Top 20 Vendors
Yehuda Sharfi	GK8 Top 20 Vendors
YHM Technology LTD	GK8 Top 20 Vendors
1215 test	Institutional Customers
168 Trading Limited	Institutional Customers
Akuna Digital Assets LLC	Institutional Customers
Alameda	Institutional Customers
Alameda Research Ltd	Institutional Customers
Amber - Maple	Institutional Customers
Amber Technologies Limited	Institutional Customers
Anchorage Hold LLC	Institutional Customers
Anchorage Lending CA LLC	Institutional Customers
Antalpha Technologies Limited	Institutional Customers
AP CAPITAL ABSOLUTE RETURN FUND	Institutional Customers
AP Capital Investment Limited	Institutional Customers
Auros Tech Limited	Institutional Customers
Auros Tech Limited - Maple	Institutional Customers
B2C2 LTD	Institutional Customers
Babel Holding Limited	Institutional Customers
B-Brick Inc	Institutional Customers
BCB Prime Services Limited	Institutional Customers
BCRS2 LLC	Institutional Customers
Belleway Ltd	Institutional Customers
BK Coin Capital LP	Institutional Customers
Blockchain Access UK Ltd	Institutional Customers
Blue Fire Capital Europe Cooperatief	Institutional Customers
CEX IO LTD	Institutional Customers
CMS Holdings LLC	Institutional Customers
Core Scientific Inc	Institutional Customers
Cumberland DRW LLC	Institutional Customers
Dexterity Capital LP	Institutional Customers
Digital Asset Funds Management Pty Ltd	Institutional Customers
Digital Treasures Management PTE Ltd	Institutional Customers

<u>Name of Entity</u>	<u>Category</u>
Diversified Alpha SP	Institutional Customers
Druk Holding and Investments	Institutional Customers
Dunamis Trading (Bahamas) Ltd	Institutional Customers
Dunamis Trading III Ltd	Institutional Customers
DV Chain LLC	Institutional Customers
Enigma Securities Limited	Institutional Customers
Equities First Holdings	Institutional Customers
FalconX Limited	Institutional Customers
Fasanara Investments Master Fund	Institutional Customers
Flow Traders BV	Institutional Customers
Folkvang SRL	Institutional Customers
Fractal	Institutional Customers
Framework - Maple	Institutional Customers
Future Technology Investment	Institutional Customers
Galaxy Digital LLC	Institutional Customers
Gemini	Institutional Customers
Genesis Global Capital LLC	Institutional Customers
Grapefruit Trading LLC	Institutional Customers
GSR Markets Limited	Institutional Customers
Harrison Opportunity III Inc.	Institutional Customers
HAS Futures LLC	Institutional Customers
Hehmeyer LLC	Institutional Customers
Hehmeyer Trading AG	Institutional Customers
Hodlnaut Pte. Ltd.	Institutional Customers
HRTJ Limited	Institutional Customers
Intership Limited	Institutional Customers
Intership LTD	Institutional Customers
Iterative OTC LLC	Institutional Customers
JKL Digital Capital Limited	Institutional Customers
JSCT Hong Kong Limited	Institutional Customers
JST Systems LLC	Institutional Customers
JUMP Trading	Institutional Customers
Keyrock SA	Institutional Customers
Kohji Hirokado	Institutional Customers
Kronos Holdings	Institutional Customers
LedgerPrime DAO Master Fund LP	Institutional Customers
Liquibit USD Market Neutral Arbitrage Fund	Institutional Customers
Liquidity Technologies LTD	Institutional Customers
LUOJI2017 Limited	Institutional Customers
Marquette Digital	Institutional Customers
Matrix Port Technologies Limited	Institutional Customers
Memetic Capital LP	Institutional Customers

<u>Name of Entity</u>	<u>Category</u>
Menai Markets Ltd.	Institutional Customers
Mike Komaransky	Institutional Customers
Mountain Cloud Global Limited	Institutional Customers
Nascent GP Inc	Institutional Customers
Nascent LP	Institutional Customers
New World Holdings	Institutional Customers
Nickel Digital Asset Fund SPC Digital Asset Arbitrage SPC Institutional	Institutional Customers
Nickel Digital Asset Master Fund SPC - Digital Factors Fund SP	Institutional Customers
NYDIG Funding LLC	Institutional Customers
OILTRADING COM PTE LIMITED	Institutional Customers
Onchain Custodian Pte Ltd	Institutional Customers
OPTIMAL ALPHA MASTER FUND LTD	Institutional Customers
OSL SG PTE LTD	Institutional Customers
Outremont Alpha Master Fund LP	Institutional Customers
Parallel Capital Management Limited	Institutional Customers
Pharos Fund BTC SP	Institutional Customers
Pharos Fund Eth SP	Institutional Customers
Pharos Fund SP	Institutional Customers
Pharos Fund SPC	Institutional Customers
Pharos USD Fund SP	Institutional Customers
Plutus21 Crypto Fund I LP	Institutional Customers
Point95 Global	Institutional Customers
Power Block Coin LLC	Institutional Customers
Prime Trust	Institutional Customers
Profluent Trading Inc	Institutional Customers
Profluent Trading UK Limited	Institutional Customers
QCP Capital PTE LTD	Institutional Customers
Radkl, LLC	Institutional Customers
Red River Digital Trading LLC	Institutional Customers
Reliz LTD	Institutional Customers
Roy Niederhoffer	Institutional Customers
SandP Solutions Inc	Institutional Customers
Script Asset Management AG	Institutional Customers
SEBA Bank AG	Institutional Customers
Siafu Capital	Institutional Customers
Simplex	Institutional Customers
Symbolic Capital Partners Ltd	Institutional Customers
Tagomi Trading LLC	Institutional Customers
TDX SG Pte Ltd	Institutional Customers
Tether International Limited	Institutional Customers

<u>Name of Entity</u>	<u>Category</u>
Three Arrows Capital Ltd	Institutional Customers
Tower BC Ltd	Institutional Customers
Tower Research Capital	Institutional Customers
Transfero Brasil Pagamentos SA	Institutional Customers
Trigon Trading Pty LTD	Institutional Customers
TrueFi	Institutional Customers
Trustoken Inc	Institutional Customers
Ultimate Coin	Institutional Customers
Vexil Capital Ltd	Institutional Customers
Weave Markets LP	Institutional Customers
Wincent Investment Fund PCC Ltd	Institutional Customers
Wintermute - Maple	Institutional Customers
Wintermute Trading Ltd	Institutional Customers
Wyre Payments Inc	Institutional Customers
ZeroCap Limited	Institutional Customers
Amtrust Underwriters, Inc on behalf of Associated Industries Insurance Company, Inc.	Insurance
ANV Insurance	Insurance
Atlantic Insurance	Insurance
Ayalon Insurance Company	Insurance
Crum and Forster Specialty Insurance Company	Insurance
Evertas Insurance Agency LLC	Insurance
Falvey Insurance Group	Insurance
Hudson Insurance Group	Insurance
Indian Harbor Insurance Company	Insurance
Lloyds of London	Insurance
London	Insurance
Markel Insurance	Insurance
Marsh	Insurance
Menora Mivtachim Group	Insurance
Migdal Insurance Company	Insurance
Relm Insurance LTD	Insurance
Republic Vanguard Insurance Company	Insurance
Sentinel Insurance Company	Insurance
Starstone Insurance	Insurance
United States Fire Insurance Company	Insurance
USI Insurance Services, LLC	Insurance
Zurich Insurance Group	Insurance
Celsius (AUS) Pty Ltd. (Australia)	Known Affiliates - JV
Celsius Network (Gibraltar) Limited	Known Affiliates - JV
Celsius Network IL Ltd. - Bulgaria Branch	Known Affiliates - JV
Celsius Network Inc.	Known Affiliates - JV

<u>Name of Entity</u>	<u>Category</u>
Celsius Services CY Ltd (Cyprus)	Known Affiliates - JV
GK8 Ltd (Israel)	Known Affiliates - JV
GK8 UK Limited	Known Affiliates - JV
GK8 USA LLC	Known Affiliates - JV
Algo Adtech	Landlords
Desks & More	Landlords
Industrious	Landlords
New Spanish Ridge	Landlords
Regus	Landlords
SJP Properties	Landlords
Abuin, Juan Antonio Freires	Legal Matters and Disputes
Adamson, Cheyenne Joseph	Legal Matters and Disputes
Akshay, Nayak	Legal Matters and Disputes
Anusic, Tom	Legal Matters and Disputes
Argo Innovations Labs, Inc.	Legal Matters and Disputes
Asher, Rishi	Legal Matters and Disputes
Bao, Adelaide	Legal Matters and Disputes
Barnouin, Pierre	Legal Matters and Disputes
Beekman, Nathaniel J.	Legal Matters and Disputes
Bitboy Crypto	Legal Matters and Disputes
Bofur Capital	Legal Matters and Disputes
Carrara, Diana	Legal Matters and Disputes
Carroccio, Brian C.	Legal Matters and Disputes
Cerqueira, Uno Gomes	Legal Matters and Disputes
Chan, Peter Lm	Legal Matters and Disputes
Condit, Bradley	Legal Matters and Disputes
Constance-Churcher, Camilla	Legal Matters and Disputes
Davis, Bethany	Legal Matters and Disputes
Dierna, Lindi	Legal Matters and Disputes
Dukler, Avinoam Aharon	Legal Matters and Disputes
Dunn, Michael	Legal Matters and Disputes
Esazadeh, Morteza	Legal Matters and Disputes
Fern, Shen-Jay	Legal Matters and Disputes
Fisher, Mark	Legal Matters and Disputes
Flynn, Justin	Legal Matters and Disputes
Frishberg, Daniel	Legal Matters and Disputes
Gallas, Matthias	Legal Matters and Disputes
Gates, Christopher	Legal Matters and Disputes
Goines, Taylor	Legal Matters and Disputes
Grubbe, Jacob	Legal Matters and Disputes
Guild, Benjamin	Legal Matters and Disputes
Guo, Yi Meng	Legal Matters and Disputes

<u>Name of Entity</u>	<u>Category</u>
Ishii-Moy, Mai	Legal Matters and Disputes
Kash, Loreta	Legal Matters and Disputes
Katoski, Kristin Freires	Legal Matters and Disputes
Kiani, Saad	Legal Matters and Disputes
Kunderevych, Volodymyr	Legal Matters and Disputes
Langley, Ray M.	Legal Matters and Disputes
Lazar, Angello	Legal Matters and Disputes
Lazar, Valentin	Legal Matters and Disputes
Le, Adrea T.	Legal Matters and Disputes
Levy, Apple	Legal Matters and Disputes
Levy, Damon	Legal Matters and Disputes
Liquidity Technologies Ltd D/B/A Coinflex	Legal Matters and Disputes
Majumdar, Dwaipayan	Legal Matters and Disputes
Maki, Todd Federick	Legal Matters and Disputes
Mara, Erin Claire	Legal Matters and Disputes
Martin, Daniel	Legal Matters and Disputes
Maxfield, Jason Lee	Legal Matters and Disputes
Meng, Brian	Legal Matters and Disputes
Minnick, Justin	Legal Matters and Disputes
Mitton, Hugh	Legal Matters and Disputes
Mozjesik, Sarah	Legal Matters and Disputes
MS SD IRA LLC	Legal Matters and Disputes
Ney, Andrew	Legal Matters and Disputes
Nickels, Robert	Legal Matters and Disputes
Oren, Nazim	Legal Matters and Disputes
Pandya, Vishwaja	Legal Matters and Disputes
Park, Lisa Bokhee	Legal Matters and Disputes
Pedley, Christopher J	Legal Matters and Disputes
Pestrikov, Dmitri	Legal Matters and Disputes
Pharos Fund	Legal Matters and Disputes
Pikulenka, Inna	Legal Matters and Disputes
Plutus21 Blockchain Opportunities Fund I	Legal Matters and Disputes
Plutus21 Blockchain Opportunities Fund I L.P	Legal Matters and Disputes
Puccio, George W	Legal Matters and Disputes
Rebrook, Patrick	Legal Matters and Disputes
Shafir, Ziv	Legal Matters and Disputes
Simons, Scott	Legal Matters and Disputes
Singh, Amol Bikram	Legal Matters and Disputes
Sousa, Nelson Dos Santos De	Legal Matters and Disputes
Stanley, Chad	Legal Matters and Disputes
Symbolic Capital Partners	Legal Matters and Disputes
Tiong, Susana Ying Hie	Legal Matters and Disputes

<u>Name of Entity</u>	<u>Category</u>
Vexil Capital	Legal Matters and Disputes
Vizzutti, Nicholas Jeffrey	Legal Matters and Disputes
Weber, Brian	Legal Matters and Disputes
Wilson, Kanyla	Legal Matters and Disputes
Wohlman, Odette	Legal Matters and Disputes
Wright, Austin Lamar	Legal Matters and Disputes
Young, Christopher	Legal Matters and Disputes
Cryptos Capital	Non - Bankruptcy Advisor
Matsurmura, Miko	Non - Bankruptcy Advisor
CMS Cameron McKenna Nabarro Olswang LLP	Non-Bankruptcy Advisors and Ordinary Course Professionals
Conyers Dill & Pearman	Non-Bankruptcy Advisors and Ordinary Course Professionals
Adrian Perez-Siam	Notice of Appearance / Pro Hac Vice
ArentFox Schiff LLP	Notice of Appearance / Pro Hac Vice
Attorney For State Of Wisconsin Department Of Financial Institutions	Notice of Appearance / Pro Hac Vice
Berliner & Pilson, Esqs.	Notice of Appearance / Pro Hac Vice
Bernstein-Burkley P.C.	Notice of Appearance / Pro Hac Vice
Blank Rome LLP	Notice of Appearance / Pro Hac Vice
Brett Flora	Notice of Appearance / Pro Hac Vice
Brown & Connery, LLP	Notice of Appearance / Pro Hac Vice
Brown Connery	Notice of Appearance / Pro Hac Vice
Buchalter, A Professional Corporation	Notice of Appearance / Pro Hac Vice
CDP Investments Inc.	Notice of Appearance / Pro Hac Vice
Clint Petty	Notice of Appearance / Pro Hac Vice
Coan Payton & Paine	Notice of Appearance / Pro Hac Vice
Courtney Burks Steadman	Notice of Appearance / Pro Hac Vice
Cred Inc. Liquidation Trust	Notice of Appearance / Pro Hac Vice
Degirolamo, Anthony J.	Notice of Appearance / Pro Hac Vice
Dickinson Wright PLLC	Notice of Appearance / Pro Hac Vice
Duane Morris LLP	Notice of Appearance / Pro Hac Vice
EMCO Technology	Notice of Appearance / Pro Hac Vice
Emil Pilacik, Jr.	Notice of Appearance / Pro Hac Vice
Eric Wohlwend	Notice of Appearance / Pro Hac Vice
Federal Trade Commission	Notice of Appearance / Pro Hac Vice
FisherBroyles, LLP	Notice of Appearance / Pro Hac Vice
Fortis Law Partners	Notice of Appearance / Pro Hac Vice
Great American Insurance Company	Notice of Appearance / Pro Hac Vice
Hopkins & Carley	Notice of Appearance / Pro Hac Vice
Hugh McCullough of Davis Wright Tremaine LLP	Notice of Appearance / Pro Hac Vice
Illinois Secretary of State	Notice of Appearance / Pro Hac Vice
Joe Breher	Notice of Appearance / Pro Hac Vice
Jonathan Jerry Shroyer	Notice of Appearance / Pro Hac Vice

<u>Name of Entity</u>	<u>Category</u>
Jones Day	Notice of Appearance / Pro Hac Vice
Josh Tornetta	Notice of Appearance / Pro Hac Vice
JR Law	Notice of Appearance / Pro Hac Vice
Keith Ryals	Notice of Appearance / Pro Hac Vice
Kim Flora	Notice of Appearance / Pro Hac Vice
Kyle Farmery	Notice of Appearance / Pro Hac Vice
Levin-Epstein & Associates, P.C.	Notice of Appearance / Pro Hac Vice
Lisa T. Vickers	Notice of Appearance / Pro Hac Vice
Livingston PLLC	Notice of Appearance / Pro Hac Vice
Lowenstein Sandler LLP	Notice of Appearance / Pro Hac Vice
Lucy Thomson	Notice of Appearance / Pro Hac Vice
Maine Office of Securities	Notice of Appearance / Pro Hac Vice
Maurice Wutscher LLP	Notice of Appearance / Pro Hac Vice
McCarter & English, LLP	Notice of Appearance / Pro Hac Vice
McDermott Will & Emery LLP	Notice of Appearance / Pro Hac Vice
McElroy, Deutsch, Mulvaney & Carpenter, LLP	Notice of Appearance / Pro Hac Vice
McLean, Stuart	Notice of Appearance / Pro Hac Vice
Meyer, Suozzi, English & Klein, P.C.	Notice of Appearance / Pro Hac Vice
Michigan Department of Treasury	Notice of Appearance / Pro Hac Vice
Miles & Stockbridge	Notice of Appearance / Pro Hac Vice
Mintz & Gold, LLP	Notice of Appearance / Pro Hac Vice
Missouri Securities Division	Notice of Appearance / Pro Hac Vice
MRK Spanish Ridge, LLC	Notice of Appearance / Pro Hac Vice
National Association Of Attorneys General	Notice of Appearance / Pro Hac Vice
Nhat Van Meyer	Notice of Appearance / Pro Hac Vice
Norgaard O'Boyle & Hannon	Notice of Appearance / Pro Hac Vice
North Dakota Securities Department	Notice of Appearance / Pro Hac Vice
Office of the Attorney General of Texas	Notice of Appearance / Pro Hac Vice
Office Of The Attorney General Of Washington	Notice of Appearance / Pro Hac Vice
Orrick, Herrington & Sutcliffe LLP	Notice of Appearance / Pro Hac Vice
Pennsylvania Department of Revenue	Notice of Appearance / Pro Hac Vice
Pennsylvania Office of Attorney General	Notice of Appearance / Pro Hac Vice
Peter Polombo	Notice of Appearance / Pro Hac Vice
PREH Spanish Ridge, LLC	Notice of Appearance / Pro Hac Vice
Pryor Cashman LLP	Notice of Appearance / Pro Hac Vice
RH Montgomery Properties, Inc.	Notice of Appearance / Pro Hac Vice
Ripple Labs Inc.	Notice of Appearance / Pro Hac Vice
Roche Freedman LLP, A Professional Corporation	Notice of Appearance / Pro Hac Vice
SAP National Security Services	Notice of Appearance / Pro Hac Vice
Saul Ewing	Notice of Appearance / Pro Hac Vice
Sills Cummis & Gross P.C.	Notice of Appearance / Pro Hac Vice

<u>Name of Entity</u>	<u>Category</u>
State of Washington Department of Employment Security	Notice of Appearance / Pro Hac Vice
State of Washington Department of Labor & Industries	Notice of Appearance / Pro Hac Vice
State of Washington Department of Revenue	Notice of Appearance / Pro Hac Vice
Steege, Catherine L.	Notice of Appearance / Pro Hac Vice
Stuart P. Gelberg, Esq	Notice of Appearance / Pro Hac Vice
Stuart P. Gelberg, Esq.	Notice of Appearance / Pro Hac Vice
SULLIVAN & CROMWELL LLP	Notice of Appearance / Pro Hac Vice
Texas Attorney General	Notice of Appearance / Pro Hac Vice
Texas Department of Banking	Notice of Appearance / Pro Hac Vice
The Law Offices Of T. Scott Leo PC	Notice of Appearance / Pro Hac Vice
Thomas Shannon, D.D.S., M.D.S	Notice of Appearance / Pro Hac Vice
TN Attorney General's Office	Notice of Appearance / Pro Hac Vice
TN Dept of Commerce and Insurance	Notice of Appearance / Pro Hac Vice
Togut Segal & Segal LLP	Notice of Appearance / Pro Hac Vice
Troutman Pepper Hamilton Sanders LLP	Notice of Appearance / Pro Hac Vice
Van Meyer, Nol	Notice of Appearance / Pro Hac Vice
Venable LLP	Notice of Appearance / Pro Hac Vice
Vermont Department of Financial Regulation	Notice of Appearance / Pro Hac Vice
Vincent Theodore Goetten	Notice of Appearance / Pro Hac Vice
Wadsworth, Garber, Warner and Conrardy, P.C	Notice of Appearance / Pro Hac Vice
Waller Lansden Dortch & Davis, LLP	Notice of Appearance / Pro Hac Vice
Washington State Department of Financial Institutions	Notice of Appearance / Pro Hac Vice
Weil, Gotshal & Manges LLP	Notice of Appearance / Pro Hac Vice
Weir Greenblatt Pierce LLP	Notice of Appearance / Pro Hac Vice
William D. Schroeder, Jr.	Notice of Appearance / Pro Hac Vice
Willis Towers Watson US LLC	Notice of Appearance / Pro Hac Vice
Wisconsin Attorney General's Office	Notice of Appearance / Pro Hac Vice
Wisconsin Department of Financial Institutions	Notice of Appearance / Pro Hac Vice
A. Georgiou & Co LLC	Ordinary Course Professionals
Advokatu Kontora Sorainen IR Partneriai	Ordinary Course Professionals
Buckley LLP	Ordinary Course Professionals
Finnegan, Henderson, Farabow, Garrett & Dunner, LLP	Ordinary Course Professionals
Holley Nethercote Pty Ltd.	Ordinary Course Professionals
Jackson Lewis P.C.	Ordinary Course Professionals
McCarthy Tetrault LLP	Ordinary Course Professionals
McMillan LLP	Ordinary Course Professionals
Middlebrooks Shapiro, P.C.	Ordinary Course Professionals
Stout Risius Ross, LLC	Ordinary Course Professionals
Taylor Wessing LLP	Ordinary Course Professionals

<u>Name of Entity</u>	<u>Category</u>
Uría Menéndez Abogados, S.L.P	Ordinary Course Professionals
Walker Morris LLP	Ordinary Course Professionals
White & Case LLP	Ordinary Course Professionals
Wilson Sonsini Goodrich & Rosati	Ordinary Course Professionals
Fujii, Akiko	Other Related Parties
Landes, Aliza	Other Related Parties
Mashinsky, Krissy	Other Related Parties
Mashinsky, Rena	Other Related Parties
David Proman	Potential Bidding Parties and Principals
GDA Luma	Potential Bidding Parties and Principals
BNK to the Future	Retail Customers
BlockFI	Significant Competitors
Voyager Digital Holdings, Inc.	Significant Competitors
Voyager Digital LLC	Significant Competitors
Advanced Technology Fund XXI LLC	Significant Equity Holders
Altshuler ShahamTrusts Ltd	Significant Equity Holders
Artus Capital GmbH & Co. KGaA	Significant Equity Holders
Barse, David	Significant Equity Holders
Bui, Dung	Significant Equity Holders
BullPerks BVI Corp	Significant Equity Holders
Caisse de dépôt et placement du Québec	Significant Equity Holders
Carter, William Douglas	Significant Equity Holders
CDP Investissements Inc.	Significant Equity Holders
Connolly, Thomas	Significant Equity Holders
Craig Barrett	Significant Equity Holders
Craig Barrett Andersen Invest Luxembourg S.A. Spf	Significant Equity Holders
Cruz Caceres, Juan	Significant Equity Holders
European Media Finance Ltd	Significant Equity Holders
Fabric Ventures Group Sarl	Significant Equity Holders
Gialamas, John	Significant Equity Holders
Gumi Cryptos Capital LLC	Significant Equity Holders
Heliad Equity PartnersGmbH & Co. KGaA	Significant Equity Holders
Hoffman, David	Significant Equity Holders
Intership LTD	Significant Equity Holders
Isaias, Estefano	Significant Equity Holders
JR Investment Trust	Significant Equity Holders
Jubayli, Jad	Significant Equity Holders
Kazi, Ylan	Significant Equity Holders
Knuth Walsh, Sandra	Significant Equity Holders
Kordomenos, James	Significant Equity Holders
Lamesh, Lior	Significant Equity Holders
Mauldin, Alan L.	Significant Equity Holders

<u>Name of Entity</u>	<u>Category</u>
Mauldin, Michelle E.	Significant Equity Holders
Mowry, Michael	Significant Equity Holders
Pistey, Robert	Significant Equity Holders
Remen, Yaron	Significant Equity Holders
Shamai, Shahar	Significant Equity Holders
Tether International Ltd	Significant Equity Holders
tokenus Investment AG	Significant Equity Holders
Tran, Anhhinh	Significant Equity Holders
Treutler, Johannes	Significant Equity Holders
WestCap Celsius Co-Invest 2021, LLC	Significant Equity Holders
WestCap Group	Significant Equity Holders
WestCap SOF Celsius 2021 Aggregator, LP	Significant Equity Holders
WestCap SOF II IEQ 2021 Co-Invest, LP	Significant Equity Holders
Alabama Securities Commission	Taxing Authority/Governmental/Regulatory Agencies
Alaska Division of Banking & Securities	Taxing Authority/Governmental/Regulatory Agencies
Arkansas Securities Department	Taxing Authority/Governmental/Regulatory Agencies
Autorite Des Marches Financiers (AMF) - Canadian Securities Administrators	Taxing Authority/Governmental/Regulatory Agencies
California Department of Financial Protection and Innovation	Taxing Authority/Governmental/Regulatory Agencies
Commodity Futures Trading Commission	Taxing Authority/Governmental/Regulatory Agencies
Commonwealth of Massachusetts Office of The Attorney General	Taxing Authority/Governmental/Regulatory Agencies
Commonwealth of Massachusetts Securities Division	Taxing Authority/Governmental/Regulatory Agencies
District of Columbia Department of Insurance, Securities and Banking	Taxing Authority/Governmental/Regulatory Agencies
Financial and Consumer Affairs Authority	Taxing Authority/Governmental/Regulatory Agencies
Financial Conduct Authority	Taxing Authority/Governmental/Regulatory Agencies
Georgia Office of Secretary of State Securities & Charities Division	Taxing Authority/Governmental/Regulatory Agencies
Gibraltar Financial Services Commission	Taxing Authority/Governmental/Regulatory Agencies
Hawaii Department of Commerce and Consumer Affairs	Taxing Authority/Governmental/Regulatory Agencies
Illinois Securities Department	Taxing Authority/Governmental/Regulatory Agencies
Kentucky Department of Financial Institutions	Taxing Authority/Governmental/Regulatory Agencies
Minnesota Attorney General Office	Taxing Authority/Governmental/Regulatory Agencies
Minnesota Department of Commerce	Taxing Authority/Governmental/Regulatory Agencies
Mississippi Secretary of State Office	Taxing Authority/Governmental/Regulatory Agencies
New Hampshire Bureau of Securities Regulation	Taxing Authority/Governmental/Regulatory Agencies
New Jersey Bureau of Securities	Taxing Authority/Governmental/Regulatory Agencies
New Jersey Office of The Attorney General	Taxing Authority/Governmental/Regulatory Agencies
North Carolina Department of The Secretary of State	Taxing Authority/Governmental/Regulatory Agencies

<u>Name of Entity</u>	<u>Category</u>
Office of The Attorney General of Missouri	Taxing Authority/Governmental/Regulatory Agencies
Office of The Montana State Auditor	Taxing Authority/Governmental/Regulatory Agencies
Office The Attorney General of West Virginia	Taxing Authority/Governmental/Regulatory Agencies
Pennsylvania Bureau of Securities Compliance and Examinations	Taxing Authority/Governmental/Regulatory Agencies
Pennsylvania Department of Banking and Securities	Taxing Authority/Governmental/Regulatory Agencies
South Carolina Office of The Attorney General	Taxing Authority/Governmental/Regulatory Agencies
South Dakota Division of Insurance Securities Regulation	Taxing Authority/Governmental/Regulatory Agencies
State of California Department of Justice Public Inquiry Unit	Taxing Authority/Governmental/Regulatory Agencies
State of Idaho Department of Finance	Taxing Authority/Governmental/Regulatory Agencies
State of New York Office of The Attorney General, Division of Economic Justice	Taxing Authority/Governmental/Regulatory Agencies
State of Oklahoma Department of Securities	Taxing Authority/Governmental/Regulatory Agencies
Tennessee Department of Commerce and Insurance Financial Services Investigation Unit	Taxing Authority/Governmental/Regulatory Agencies
Texas State Securities Board	Taxing Authority/Governmental/Regulatory Agencies
The Ontario Securities Commission (The OSC)	Taxing Authority/Governmental/Regulatory Agencies
U.S. Department of Treasury	Taxing Authority/Governmental/Regulatory Agencies
United States Department of Justice	Taxing Authority/Governmental/Regulatory Agencies
United States Securities and Exchange Commission	Taxing Authority/Governmental/Regulatory Agencies
Washington State Division of Securities	Taxing Authority/Governmental/Regulatory Agencies
Abriano, Victor	U.S Trustee Office
Arbeit, Susan	U.S Trustee Office
Bruh, Mark	U.S Trustee Office
Cornell, Shara	U.S Trustee Office
Gannone, James	U.S Trustee Office
Higgins, Benjamin J.	U.S Trustee Office
Joseph, Nadkarni	U.S Trustee Office
Masumoto, Brian S.	U.S Trustee Office
Mendoza, Ercilia A.	U.S Trustee Office
Moroney, Mary V.	U.S Trustee Office
Morrissey, Richard C.	U.S Trustee Office
Ogunleye, Alaba	U.S Trustee Office
Rodriguez, Ilusion	U.S Trustee Office
Schwartz, Andrea B.	U.S Trustee Office
Schwartzberg, Paul K.	U.S Trustee Office
Scott, Shannon	U.S Trustee Office
Sharp, Sylvester	U.S Trustee Office
Tiantian, Tara	U.S Trustee Office
Velez-Rivera, Andy	U.S Trustee Office
Vescovacci, Madeleine	U.S Trustee Office

<u>Name of Entity</u>	<u>Category</u>
Wells, Annie	U.S Trustee Office
Zipes, Greg M.	U.S Trustee Office
Allen, Joseph	U.S. Trustee Office
Black, Christine	U.S. Trustee Office
Harrington, William K.	U.S. Trustee Office
Leonhard, Alicia	U.S. Trustee Office
Penpraze, Lisa	U.S. Trustee Office
Riffkin, Linda	U.S. Trustee Office
Schmitt, Kathleen	U.S. Trustee Office
Van Baalen, Guy A.	U.S. Trustee Office
Andrew Yoon	UCC Members
Coco, Christopher	UCC Members
Keith Noyes	UCC Members
Robinson, Mark	UCC Members
Scott Duffy	UCC Members
Thomas DiFiore	UCC Members
Warren, Caroline	UCC Members
Gornitzky & Co.	UCC Professionals
Kroll Restructuring Administration LLC	UCC Professionals
Selendy Gay Elsberg PLLC	UCC Professionals
AT&T	Utilities
Comcast	Utilities
Cox Business	Utilities
EE Limited	Utilities
Giffgaff	Utilities
Google Fiber	Utilities
Hypercore Networks, Inc.	Utilities
Lightpath Fiber	Utilities
Lumen	Utilities
Ring Central Inc.	Utilities
Spectrum Enterprise	Utilities
Verizon Wireless	Utilities
192 Business Experian	Vendors
a2e	Vendors
AgileEngine	Vendors
Akin Gump Strauss Hauer Feld LLP	Vendors
AlixPartners LLP	Vendors
Amsalem Tours & Travel Ltd	Vendors
Andersen LLP	Vendors
Apple Search Ads	Vendors
Apple Store	Vendors
Arocon Consulting LLC	Vendors

<u>Name of Entity</u>	<u>Category</u>
Atlassian	Vendors
Auth0 Inc.	Vendors
Avraham, Daniel	Vendors
Bitmain Technologies	Vendors
Blue Edge Bulgaria EOOD	Vendors
CDW	Vendors
Chainalysis, Inc.	Vendors
CoinRoutes Inc	Vendors
Coleman, Bradley K	Vendors
Compliance Risk Concepts LLC	Vendors
Core Scientific	Vendors
Creditor Group Corp.	Vendors
Cysec Ltd.	Vendors
David Rabbi Law Firm	Vendors
Debak, Antun	Vendors
Dell	Vendors
DoiT International UK and I LTD	Vendors
Dow Jones & Company, Inc.	Vendors
Egon Zehnder International Inc.	Vendors
Evgeni Kif	Vendors
EY	Vendors
Facebook	Vendors
GEA Limited	Vendors
GEM	Vendors
Gk8 Ltd	Vendors
GoDaddy.com	Vendors
Google Ads	Vendors
Halborn Inc.	Vendors
Hedgeguard	Vendors
HMRC Shipley	Vendors
K.F.6 Partners Ltd	Vendors
KeyFi, Inc.	Vendors
Kforce Inc.	Vendors
Korn Ferry	Vendors
Latham	Vendors
Lunar Sqaures	Vendors
LVC USA Inc.	Vendors
Mambu Tech B.V.	Vendors
Mazars LLP	Vendors
MCM 965	Vendors
Michael Page International Inc	Vendors
Mixpanel Inc.	Vendors

<u>Name of Entity</u>	<u>Category</u>
MVP Workshop	Vendors
Necter	Vendors
New Spanish Ridge, LLC	Vendors
NICE Systems UK Limited	Vendors
Nuri	Vendors
NuSources	Vendors
Nyman Libson Paul LLP	Vendors
Ocean View Marketing Inc.	Vendors
Onfido Ltd	Vendors
Onfido, Inc	Vendors
Optimizely, Inc.	Vendors
Payplus By Iris	Vendors
Payplus Ltd	Vendors
Phase II Block A South Waterfront Fee LLC	Vendors
Plaid Inc.	Vendors
Prescient	Vendors
Priority Power	Vendors
Pušonja, Mališa	Vendors
Quantstamp, Inc.	Vendors
Quoine PTE. LTD.	Vendors
Real Vision Group	Vendors
Resources Global Professionals	Vendors
Sawhney, Rajiv	Vendors
Slack Technologies, LLC	Vendors
Sovos Compliance	Vendors
Twitter	Vendors
Virtual Business Source Ltd	Vendors
WestCap Management LLC	Vendors
Zendesk, Inc.	Vendors

Schedule 2

Potential Parties-in-Interest with Connections

<u>Name of Entity Searched</u>	<u>Name of Entity and/or Affiliate of Entity, that is RSM's Client</u>	<u>Category of Interested Party</u>	<u>Line of Business</u>
Jenner & Block LLP	Jenner & Block	Bankruptcy Examiner and Professionals	Consulting and Tax
Jenner & Block LLP	Jenner & Block LLP	Bankruptcy Examiner and Professionals	Consulting and Tax
Glenn, Martin	Martin T Glenn	Bankruptcy Judges	Tax
C Street Advisory Group	C Street, LLC	Bankruptcy Professionals - Other	Tax
Elementus	Elementus Minerals LLC	Bankruptcy Professionals - Other	Audit and Tax
Houlihan Lokey	Houlihan Lokey Howard & Zukin	Bankruptcy Professionals - Other	Consulting and Tax
Pepper Hamilton LLP	Pepper Hamilton - Ranger 2018	Bankruptcy Professionals - Other	Consulting
Kroll Restructuring, Kroll Restructuring Administration LLC	Kroll Restructuring Administration LLC	Bankruptcy Professionals - Other, UCC Professionals	Tax
Alvarez & Marsal	Alvarez & Marsal AMCO Partners Fund, LP	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal AMCSI Partners Fund LP [alias: Alvarez & Marsal AMCSI Partners]	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal Capital (Cayman), LP	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal Capital, LP	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal Holdings, LLC	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal Partners Buyout Fund Europe SCSp [alias: Alvarez & Marsal Partners Buyout Fund Europe, SCSp]	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal Partners Buyout Fund II LP [alias: Alvarez & Marsal Partners Buyout Fund II, LP]	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal Partners Buyout Fund III, LP	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal Partners Buyout Fund, LP	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal Partners Fund Europe LP (Cayman)	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal Partners Fund II, LP	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal Partners Fund III	Bankruptcy Professionals - Retained	Audit and Tax

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Jenner & Block LLP	Jenner & Block	Bankruptcy Examiner and Professionals	Consulting and Tax
Alvarez & Marsal	Alvarez & Marsal Partners Fund LP [alias: Alvarez & Marsal Partners Fund, LP]	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez & Marsal Partners Opportunities Fund, LP	Bankruptcy Professionals - Retained	Audit and Tax
Alvarez & Marsal	Alvarez Marsal Partners Strategic Investments LP [alias: Alvarez & Marsal Partners Strategic Investments LP]	Bankruptcy Professionals - Retained	Audit and Tax
Dunn, Michael, Fischer (FBC & Co.)	FBC Mortgage LLC [alias: FBC Mortgage, LLC]	Bankruptcy Professionals - Retained	Consulting
Kirkland & Ellis LLP	Kirkland & Ellis	Bankruptcy Professionals - Retained	Tax
Vast Bank, National Association	Vast Bank National Association	Contract Counter-Parties	Tax
Paul Hastings LLP	Paul Hastings LLP	Counsel to Former Executives	Consulting
Paul Hastings LLP	Paul Hastings LLP - Richard Hare	Counsel to Former Executives	Consulting
Celsius Mining LLC	Prospect Capital Management, LLC	Debtor	Audit, Consulting, and Tax
Celsius Mining LLC	Celsius Mining LLC	Debtor	Audit
Godfrey & Kahn, S.C.	Godfrey & Kahn, S.C.	Fee Examiner and Professionals	Consulting
Akuna Digital Assets LLC	Akuna Capital LLC	Institutional Customers	Tax
Akuna Digital Assets LLC	Akuna Capital LLC 401(K) Plan	Institutional Customers	Tax
Akuna Digital Assets LLC	Akuna Holdings LLC and Subsidiaries	Institutional Customers	Tax
Akuna Digital Assets LLC	Akuna Securities LLC	Institutional Customers	Tax
Alameda	Alameda Alliance for Health	Institutional Customers	Consulting
Alameda	Alameda Land Co LLC [alias: Alameda Land Co., LLC]	Institutional Customers	Consulting
Alameda	Alameda Multifamily Holdings LLC	Institutional Customers	Consulting
Alameda	Alameda Multifamily Venture LLC	Institutional Customers	Consulting
Alameda	Alameda Sable Investors, LLC	Institutional Customers	Consulting
Alameda	CP Harridge Alameda Property Owner LLC	Institutional Customers	Consulting
Alameda	Highline Partners Alameda LLC	Institutional Customers	Consulting
Alameda	Maximus Alameda Multifamily Member LLC	Institutional Customers	Consulting
Alameda	Maximus Alameda Multifamily Owner LLC	Institutional Customers	Consulting
Alameda	Maximus Alameda Multifamily Promote, LLC	Institutional Customers	Consulting
Alameda	MSDC Alameda Investors 2, LLC	Institutional Customers	Consulting
B2C2 LTD	B2C2 USA, Inc.	Institutional Customers	Audit

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Jenner & Block LLP	Jenner & Block	Bankruptcy Examiner and Professionals	Consulting and Tax
CMS Holdings LLC	CMS Distribution Inc.	Institutional Customers	Tax
CMS Holdings LLC	CMS Francis Lefebvre	Institutional Customers	Tax
CMS Holdings LLC	CMS Group Holdings LP	Institutional Customers	Tax
CMS Holdings LLC	CMS Group Intermediate, LLC	Institutional Customers	Tax
CMS Holdings LLC	CMS Mechanical Services, LLC	Institutional Customers	Tax
CMS Holdings LLC	CMS Profits, LLC	Institutional Customers	Tax
CMS Holdings LLC	CMS-KB Inc	Institutional Customers	Tax
CMS Holdings LLC	Complete Merchant Solutions Holding Company LLC [alias: CMS Holdings, LLC]	Institutional Customers	Tax
CMS Holdings LLC	Consumers Energy (CMS)	Institutional Customers	Tax
CMS Holdings LLC	Riverside CMS Blocker Corp	Institutional Customers	Tax
Cumberland DRW LLC	Cumberland DRW LLC	Institutional Customers	Audit and Consulting
DV Chain LLC	DV Chain (Canada) Inc.	Institutional Customers	Audit and Tax
DV Chain LLC	DV Chain Holdings, Inc.	Institutional Customers	Audit and Tax
DV Chain LLC	DV Chain LLC	Institutional Customers	Audit and Tax
Fractal	Fractal Analytics Inc	Institutional Customers	Tax
Fractal	Fractal Design North America Inc [alias: Fractal Design North America, Inc.]	Institutional Customers	Tax
Fractal	Fractal LLC	Institutional Customers	Tax
Future Technology Investment	Future Technologies Group Inc.	Institutional Customers	Tax
Future Technology Investment	Future Technologies Group LLC	Institutional Customers	Tax
Gemini	Gemini Bakery Equip. Co.	Institutional Customers	Audit and Tax
Gemini	Gemini Bakery Equipment Company 401K Plan	Institutional Customers	Audit and Tax
Gemini	Gemini Equity Capital, LLC	Institutional Customers	Audit and Tax
Gemini	Gemini Investors, LLC	Institutional Customers	Audit and Tax
Gemini	Gemini Trust Company, LLC	Institutional Customers	Audit and Tax
Gemini	New Hyde Park Alternative Funds LLC [aliases: Gemini Alternative Funds LLC, Gemini Alternative Funds, LLC]	Institutional Customers	Audit and Tax
Grapefruit Trading LLC	Grapefruit Trading LLC	Institutional Customers	Audit
Hehmeyer LLC	Christopher K Hehmeyer	Institutional Customers	Tax
Hehmeyer LLC	Hehmeyer Capital Management LLC	Institutional Customers	Tax
Hehmeyer LLC	Hehmeyer Cryptocurrency Index Fund LLC	Institutional Customers	Tax
Hehmeyer LLC	Hehmeyer LLC	Institutional Customers	Tax
JUMP Trading	Jump Financial LLC	Institutional Customers	Tax
JUMP Trading	Jump Investments LLC	Institutional Customers	Tax
Kronos Holdings	Kronos Acquisition Corp I	Institutional Customers	Tax

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Jenner & Block LLP	Jenner & Block	Bankruptcy Examiner and Professionals	Consulting and Tax
Kronos Holdings	Kronos Acquisition Corp II	Institutional Customers	Tax
Kronos Holdings	Kronos Bio, Inc.	Institutional Customers	Tax
Kronos Holdings	Kronos Foods Inc	Institutional Customers	Tax
Kronos Holdings	Kronos Products, Inc.	Institutional Customers	Tax
Kronos Holdings	Kronos SaaS Inc	Institutional Customers	Tax
Marquette Digital	Marquette Capital Fund I LP	Institutional Customers	Audit and Tax
Marquette Digital	Marquette Capital Fund II LP	Institutional Customers	Audit and Tax
Marquette Digital	Marquette Catholic School	Institutional Customers	Audit and Tax
Marquette Digital	Marquette Companies LLC	Institutional Customers	Audit and Tax
Marquette Digital	Marquette Financial Companies	Institutional Customers	Audit and Tax
Marquette Digital	Marquette Group	Institutional Customers	Audit and Tax
Marquette Digital	Marquette Management LLC	Institutional Customers	Audit and Tax
Marquette Digital	Marquette National Corp	Institutional Customers	Audit and Tax
Marquette Digital	Marquette Partners Holdings, LLC	Institutional Customers	Audit and Tax
Marquette Digital	Marquette Partners LP	Institutional Customers	Audit and Tax
Marquette Digital	THG Marquette LLC	Institutional Customers	Audit and Tax
Menai Markets Ltd.	Menai Financial Group LLC	Institutional Customers	Consulting
New World Holdings	Farmers New World Life Insurance Company (#63177)	Institutional Customers	Consulting
New World Holdings	New World Capital Group, LLC [alias: New World Capital Group, LLC]	Institutional Customers	Consulting
New World Holdings	New World DX	Institutional Customers	Consulting
New World Holdings	New World Lease Funding, LLC	Institutional Customers	Consulting
New World Holdings	New World Structured Asset Funding, LLC	Institutional Customers	Consulting
New World Holdings	NewWorld Capital Group	Institutional Customers	Consulting
New World Holdings	NewWorld Environmental Infrastructure, LP	Institutional Customers	Consulting
Parallel Capital Management Limited	Palace Parallel Holdco LLC	Institutional Customers	Audit
Parallel Capital Management Limited	Parallel Consulting Inc [alias: Parallel Consulting Inc.]	Institutional Customers	Audit
Parallel Capital Management Limited	Parallel Investment Partners	Institutional Customers	Audit
Red River Digital Trading LLC	Red River Ventures I LP	Institutional Customers	Audit
Reliz LTD	Reliz Technology Group Holdings Inc.	Institutional Customers	Consulting
Simplex	Simplex Employee Holding Company LLC	Institutional Customers	Tax
Simplex	Simplex Holdings LLC	Institutional Customers	Tax
Simplex	Simplex Investments LLC	Institutional Customers	Tax
Simplex	Simplex Strip Doors LLC	Institutional Customers	Tax
Simplex	Simplex Trading LLC	Institutional Customers	Tax

<u>Name of Entity Searched</u>	<u>Name of Entity and/or Affiliate of Entity, that is RSM's Client</u>	<u>Category of Interested Party</u>	<u>Line of Business</u>
Jenner & Block LLP	Jenner & Block	Bankruptcy Examiner and Professionals	Consulting and Tax
Simplex	Simplex Ventures, LLC	Institutional Customers	Tax
Simplex	The Simplex Group, Inc. and its Subsidiaries	Institutional Customers	Tax
Tower Research Capital	Tower Research Capital Investments, LLC	Institutional Customers	Audit
Tower Research Capital	Tower Research Capital, LLC	Institutional Customers	Audit
Amtrust Underwriters, Inc on behalf of Associated Industries Insurance Company, Inc.	AmTrust Financial Services Inc [alias: AmTrust Financial Services Inc.]	Insurance	Consulting and Tax
Amtrust Underwriters, Inc on behalf of Associated Industries Insurance Company, Inc.	AmTrust Holdings Luxembourg Sari	Insurance	Consulting
Atlantic Insurance	Atlantic States Insurance Company (GA)	Insurance	Consulting
London	Oglebay/London Settlement Trust	Insurance	Tax
Markel Insurance	Markel Associates, LLC	Insurance	Tax
Markel Insurance	Markel Corporation	Insurance	Tax
Markel Insurance	Markel Ventures	Insurance	Tax
Marsh	Angel Marsh Investments LLC	Insurance	Tax
Marsh	Marsh ClearSight	Insurance	Tax
Marsh	Marsh Farms, Inc.	Insurance	Tax
Marsh	Marsh Holdings Inc	Insurance	Tax
Marsh	Marsh, Berry & Company, Inc. [aliases: Marsh Berry & Company Inc, Marsh, Berry & Company, Inc.]	Insurance	Tax
Marsh	Pelican Marsh Golf Club Inc [alias: Pelican Marsh Golf Club, Inc.]	Insurance	Tax
Marsh	Stark & Marsh Chartered Accountants, LLP	Insurance	Tax
United States Fire Insurance Company	United States Fire Insurance Company (#21113)	Insurance	Consulting
Zurich Insurance Group	Zurich American Insurance Company	Insurance	Consulting
Davis, Bethany	Louis C Brothers and Betsy L Davis	Legal Matters and Disputes	Tax
Dunn, Michael	Michael D and Brenda Dunn [alias: Michael D. and Brenda Dunn]	Legal Matters and Disputes	Tax
Dunn, Michael	Michael Dunn	Legal Matters and Disputes	Tax
Martin, Daniel	Daniel and Barbara Martin	Legal Matters and Disputes	Tax
Martin, Daniel	Daniel K and Megan A Martin [alias: Daniel and Megan Martin]	Legal Matters and Disputes	Tax
Pharos Fund	Balling Pharos LLC	Legal Matters and Disputes	Tax

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Jenner & Block LLP	Jenner & Block	Bankruptcy Examiner and Professionals	Consulting and Tax
Pharos Fund	Pharos Acquisition, LLC	Legal Matters and Disputes	Tax
Pharos Fund	Pharos Systems International Inc	Legal Matters and Disputes	Tax
Young, Christopher	Christopher Young	Legal Matters and Disputes	Tax
Blank Rome LLP	BLANK ROME - Ciel (Beijing) Science & Technology	Notice of Appearance / Pro Hac Vice	Consulting
Buchalter, A Professional Corporation	Buchalter, A Professional Corporation [alias: Buchalter Nemer LLP]	Notice of Appearance / Pro Hac Vice	Consulting
CDP Investments Inc.	CDP Holdings I LLC [alias: CDP Holdings I, LLC]	Notice of Appearance / Pro Hac Vice	Tax
CDP Investments Inc.	CDP Holdings II LLC [alias: CDP Holdings II, LLC]	Notice of Appearance / Pro Hac Vice	Tax
CDP Investments Inc.	CDP Holdings V LLC [alias: CDP Holdings V, LLC]	Notice of Appearance / Pro Hac Vice	Tax
CDP Investments Inc.	CDP Scranton Inc [alias: CDP Scranton, Inc.]	Notice of Appearance / Pro Hac Vice	Tax
Duane Morris LLP	DUANE MORRIS - Connors v Wright Medical [alias: DUANE MORRIS - Connors v. Wright Medical]	Notice of Appearance / Pro Hac Vice	Consulting
Duane Morris LLP	DUANE MORRIS - ExactCare v. Caremark	Notice of Appearance / Pro Hac Vice	Consulting
Duane Morris LLP	DUANE MORRIS - Public Health Management Corp.	Notice of Appearance / Pro Hac Vice	Consulting
Duane Morris LLP	DUANE MORRIS Messer LLC v Devault Packing	Notice of Appearance / Pro Hac Vice	Consulting
Great American Insurance Company	Great American Insurance Group	Notice of Appearance / Pro Hac Vice	Consulting
Hopkins & Carley	Hopkins & Carley A Law Corporation	Notice of Appearance / Pro Hac Vice	Consulting
Lowenstein Sandler LLP	Lowenstein Sandler LLP	Notice of Appearance / Pro Hac Vice	Consulting
McDermott Will & Emery LLP	McDermott Will and Emery LLP	Notice of Appearance / Pro Hac Vice	Tax
McDermott Will & Emery LLP	McDermott Will & Emery LLP	Notice of Appearance / Pro Hac Vice	Tax
Missouri Securities Division	Missouri Securities Investment Program	Notice of Appearance / Pro Hac Vice	Audit
Orrick, Herrington & Sutcliffe LLP	Orrick Herrington & Sutcliffe LLP	Notice of Appearance / Pro Hac Vice	Consulting
SAP National Security Services	Add This (SAP)	Notice of Appearance / Pro Hac Vice	Consulting
SAP National Security Services	SAP Holdings LLC	Notice of Appearance / Pro Hac Vice	Consulting

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Jenner & Block LLP	Jenner & Block	Bankruptcy Examiner and Professionals	Consulting and Tax
Troutman Pepper Hamilton Sanders LLP	TROUTMAN PEPPER - FORZA v. CAIC	Notice of Appearance / Pro Hac Vice	Consulting
Venable LLP	Ken Moelis Family [alias: Venable LLP i/c/o Ken Moelis Family]	Notice of Appearance / Pro Hac Vice	Consulting
Venable LLP	VENABLE LLP - Ben Gravley	Notice of Appearance / Pro Hac Vice	Consulting
Venable LLP	Venable LLP [alias: Venable. LLP]	Notice of Appearance / Pro Hac Vice	Consulting
Vermont Department of Financial Regulation	Vermont Department of Financial Regulation (VT) [alias: Vermont Department of Financial Regulation]	Notice of Appearance / Pro Hac Vice	Consulting
William D. Schroeder, Jr.	William Schroeder	Notice of Appearance / Pro Hac Vice	Tax
Jackson Lewis P.C.	Jackson Lewis PC	Ordinary Course Professionals	Consulting
McCarthy Tétrault LLP	McCarthy Tétrault Foundation	Ordinary Course Professionals	Audit
McCarthy Tétrault LLP	McCarthy Tétrault LLP Canada [alias: McCarthy Tétrault LLP]	Ordinary Course Professionals	Audit
McMillan LLP	McMillan LLP	Ordinary Course Professionals	Consulting
White & Case LLP	White & Case Europe LLP	Ordinary Course Professionals	Consulting
Caisse de dépôt et placement du Québec	Colorado Department of Transportation	Significant Equity Holder	Consulting
William Douglas Carter	Billy Carter	Significant Equity Holder	Tax
William Douglas Carter	Fortna Inc	Significant Equity Holder	Tax
Office of The Montana State Auditor	State of Montana	Taxing Authority/Governmental/Regulatory Agencies	Consulting
The Ontario Securities Commission (The OSC)	Ontario Securities Commission	Taxing Authority/Governmental/Regulatory Agencies	Consulting
U.S. Department of Treasury, United States Department of Justice	U.S. Department of Justice	Taxing Authority/Governmental/Regulatory Agencies	Consulting
U.S. Department of Treasury, United States Department of Justice	United States Department of Justice	Taxing Authority/Governmental/Regulatory Agencies	Consulting
Wells, Annie	Anne Wells Maliff Trust of 2011	U.S Trustee Office	Tax
Apple Store, Robinson, Mark	GRC Apple Holdings LLC	UCC Members	Tax
Warren, Caroline	Carolyn Warren	UCC Members	Tax
Kroll Restructuring Administration LLC	Kroll, LLC [alias: Kroll LLC]	UCC Professionals	Consulting
Lumen	Lumen Bioscience, Inc.	Utilities	Consulting

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Jenner & Block LLP	Jenner & Block	Bankruptcy Examiner and Professionals	Consulting and Tax
Lumen	Lumen Enterprises Inc [alias: Lumen Enterprises Inc.]	Utilities	Consulting
Lumen	Lumen Venture LLC	Utilities	Consulting
Lumen	Lumen, LLC	Utilities	Consulting
Lumen	MicroLumen 401k Plan	Utilities	Consulting
Lumen	MicroLumen Inc [alias: MicroLumen, Inc.]	Utilities	Consulting
Lumen	MicroLumen International IC-DISC Inc [alias: MicroLumen International IC-DISC, Inc.]	Utilities	Consulting
Lumen	Mira Lumen	Utilities	Consulting
Spectrum Enterprise	Analog Century Spectrum Fund Ltd.	Utilities	Audit
Spectrum Enterprise	Analog Century Spectrum Master Fund Ltd	Utilities	Audit
Spectrum Enterprise	Analog Century Spectrum Partners LP	Utilities	Audit
Spectrum Enterprise	CC Spectrum LP [alias: Arsenal Spectrum LLC]	Utilities	Audit
Spectrum Enterprise	Spectrum Intermediate Fund Limited	Utilities	Audit
Spectrum Enterprise	Spectrum Residential LLC	Utilities	Audit
Spectrum Enterprise	Spectrum Telecommunication Inc.	Utilities	Audit
Spectrum Enterprise	Spectrum Warehouse, LLC	Utilities	Audit
Spectrum Enterprise	Sprint Spectrum LP	Utilities	Audit
Verizon Wireless	Alliance Leadership Conference [alias: VERIZON WIRELESS]	Utilities	Consulting
Verizon Wireless	Verizon PIC LLC	Utilities	Consulting
Verizon Wireless	Verizon Sourcing LLC	Utilities	Consulting
Andersen LLP	1027707 Alberta Ltd. (Andersen)	Vendors	Consulting and Tax
Andersen LLP	Andersen Tax	Vendors	Consulting and Tax
Andersen LLP	ANDERSEN TAX & LEGAL ITALIA	Vendors	Consulting and Tax
Apple Store	Apple Grapevine, Inc.	Vendors	Tax
Apple Store	Apple Inc	Vendors	Tax
Apple Store	BREI Holdings Apple, LLC	Vendors	Tax
Auth0 Inc.	Auth0 Inc [alias: Auth0]	Vendors	Consulting
CDW	CDW Corporation	Vendors	Consulting
CDW	MDCP Co-Investors (CDW) LP	Vendors	Consulting
CDW	Weekley CDW 2013 Family Investment LLC	Vendors	Consulting
Core Scientific, Core Scientific Inc	Core Scientific Inc	Vendors	Consulting
Dell	Dell 5 Partners, LLC	Vendors	Tax
Dell	Dell Marketing L.P.	Vendors	Tax
Dell	Tranquility Dell	Vendors	Tax

<u>Name of Entity Searched</u>	<u>Name of Entity and/or Affiliate of Entity, that is RSM's Client</u>	<u>Category of Interested Party</u>	<u>Line of Business</u>
Jenner & Block LLP	Jenner & Block	Bankruptcy Examiner and Professionals	Consulting and Tax
Egon Zehnder International Inc.	Egon Zehnder International AG	Vendors	Consulting
EY	CGA KC EY 1 Investor LLC	Vendors	Tax
EY	CGA KC EY 2 Investor LLC	Vendors	Tax
EY	CGA KC EY Member LLC [alias: CGA KC EY Member]	Vendors	Tax
GEM	Atrium GEM Partners GP LLC	Vendors	Tax
GEM	Atrium Gem Partners LLC	Vendors	Tax
GEM	Cornerstone Building Brands, Inc. (RRC) [alias: Ply Gem Industries, Inc. (RRC)]	Vendors	Tax
GEM	Gem Asset Acquisition LLC	Vendors	Tax
GEM	GEM BDP Investors LP	Vendors	Tax
GEM	GEM Capital LP	Vendors	Tax
GEM	GEM Centennial Centrum LP	Vendors	Tax
GEM	GEM Centrum Inc	Vendors	Tax
GEM	Gem City Retreading Inc	Vendors	Tax
GEM	Gem City Tires Inc [alias: Gem City Tire Inc]	Vendors	Tax
GEM	GEM Colony Woods LLC	Vendors	Tax
GEM	GEM Columbus LLC	Vendors	Tax
GEM	GEM Evergreen RA, LLC	Vendors	Tax
GEM	GEM HB Arizona Land LLC	Vendors	Tax
GEM	Gem Health Specialty Sleep Services of MN, P.C.	Vendors	Tax
GEM	Gem Health Specialty Sleep Services of NJ, P.C.	Vendors	Tax
GEM	Gem Health Specialty Sleep Services of Texas, P.A.	Vendors	Tax
GEM	Gem Health Specialty Sleep Services, P.A.	Vendors	Tax
GEM	GEM Hillside Inc	Vendors	Tax
GEM	GEM HLT CO-INV Fund LP	Vendors	Tax
GEM	GEM IFC Seoul Fund LP	Vendors	Tax
GEM	GEM IFC Seoul Fund Manager LP	Vendors	Tax
GEM	Gem Investors Holdings, LLC	Vendors	Tax
GEM	GEM Israel Land LLC	Vendors	Tax
GEM	GEM IV NRA LLC	Vendors	Tax
GEM	GEM IV RA LLC	Vendors	Tax
GEM	Gem Jerusalem Inc	Vendors	Tax
GEM	GEM Mechanical Services	Vendors	Tax
GEM	GEM MEZZ III LP	Vendors	Tax
GEM	GEM NCAA I LLC	Vendors	Tax
GEM	GEM Orrington Co-Invest, LP	Vendors	Tax

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Jenner & Block LLP	Jenner & Block	Bankruptcy Examiner and Professionals	Consulting and Tax
GEM	GEM Plumbing & Heating Services, Inc. [alias: GEM Heating & Plumbing Co.]	Vendors	Tax
GEM	GEM Plumbing and Heating Services LLC	Vendors	Tax
GEM	GEM Promote GP LLC	Vendors	Tax
GEM	Gem Realty Capital Inc	Vendors	Tax
GEM	GEM Realty Evergreen Aggregator, LLC	Vendors	Tax
GEM	GEM Realty Evergreen Fund LP	Vendors	Tax
GEM	GEM Realty Evergreen Fund PF NM, LP	Vendors	Tax
GEM	GEM Realty Evergreen Managers LP	Vendors	Tax
GEM	GEM Realty Evergreen TRS, LLC	Vendors	Tax
GEM	GEM Realty Fund III REIT LLC	Vendors	Tax
GEM	GEM Realty Fund III TRS LLC	Vendors	Tax
GEM	GEM Realty Fund IV LP	Vendors	Tax
GEM	GEM Realty Managers IV LP	Vendors	Tax
GEM	GEM Realty Managers V LLC	Vendors	Tax
GEM	GEM Realty Managers VI LP	Vendors	Tax
GEM	Gem Realty Managers VII LP	Vendors	Tax
GEM	GEM Realty Special Situations Fund, L.P.	Vendors	Tax
GEM	GEM Realty SS Managers LP	Vendors	Tax
GEM	GEM RF-NRA, LLC	Vendors	Tax
GEM	Gem Riverwalk LLC	Vendors	Tax
GEM	Gem Six Hotels LLC	Vendors	Tax
GEM	GEM Special Hillside Inc	Vendors	Tax
GEM	GEM Special Hillside LP	Vendors	Tax
GEM	GEM Special Situations LLC	Vendors	Tax
GEM	Gem Specialty Health, Inc.	Vendors	Tax
GEM	GEM Two Hotels Co-Investment Fund LP	Vendors	Tax
GEM	Gem Village on the River LP	Vendors	Tax
GEM	GemCap Solutions, LLC	Vendors	Tax
GEM	GemTech DISC LLC	Vendors	Tax
GEM	GemTech LLC [aliases: GemTech, Inc., GemTech, LLC]	Vendors	Tax
GEM	GRE Mama LA Investor, LLC [alias: GEM Mama LA Investor, LLC]	Vendors	Tax
GEM	Ply Gem Prime Holdings, Inc.	Vendors	Tax
Google Ads	Google LLC	Vendors	Audit, Consulting, and Tax
Halborn Inc.	Halborn Inc	Vendors	Tax

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Jenner & Block LLP	Jenner & Block	Bankruptcy Examiner and Professionals	Consulting and Tax
Korn Ferry	Korn Ferry Leadership Consulting Corp Retire Svngs	Vendors	Audit
Latham	110 Grill FM Latham LLC	Vendors	Tax
Latham	Latham Bancshares, Inc.	Vendors	Tax
Latham	Latham International Holdings Inc & Subs [alias: Latham International Holdings, Inc & Subs.]	Vendors	Tax
Latham	Latham Topco, Inc.	Vendors	Tax
Latham	Latham, Ervin, Vognsen & Associates, Inc. [aliases: Latham & Associates Inc, Latham and Associates Inc]	Vendors	Tax
Mazars LLP	Mazars s.e.n.c r.l. [alias: Mazars Canada]	Vendors	Audit
Optimizely, Inc.	Optimizely	Vendors	Audit
Optimizely, Inc.	Optimizely Inc [alias: Optimizely Inc.]	Vendors	Audit
Optimizely, Inc.	Optimizely, Inc.	Vendors	Audit
Prescient	Prescient Ridge Fund LLC	Vendors	Tax
Resources Global Professionals	Resources Global Professionals	Vendors	Audit
Sovos Compliance	Sovos Aggregator LP	Vendors	Tax
Sovos Compliance	Sovos Co-Invest LP	Vendors	Tax
Sovos Compliance	Sovos Compliance BidCo LLC	Vendors	Tax
Sovos Compliance	Sovos Compliance Holdings LLC	Vendors	Tax
Sovos Compliance	Sovos Compliance Intermediate Holdings LLC [alias: Sovos Compliance Holdings LLC]	Vendors	Tax
Sovos Compliance	Sovos Compliance LLC [aliases: Sovos Compliance Holdings LLC, Sovos Compliance LLC]	Vendors	Tax
Sovos Compliance	Sovos Compliance TopCo LLC	Vendors	Tax
Sovos Compliance	Sovos GP 2 LLC	Vendors	Tax
Sovos Compliance	Sovos GP LLC	Vendors	Tax
Sovos Compliance	Sovos Holdco Inc.	Vendors	Tax
Twitter	X Corp [alias: Twitter, Inc.]	Vendors	Tax
Zendesk, Inc.	Zendesk Inc. & Subsidiaries	Vendors	Tax
Latham, Latham & Watkins LLP	Latham & Watkins LLP	Vendors, Bankruptcy Professionals - Retained	Tax